



AGENDA
MANDAN CITY COMMISSION
SEPTEMBER 15, 2020
ED "BOSH" FROEHLICH MEETING ROOM,
MANDAN CITY HALL
5:30 P.M.
www.cityofmandan.com

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The City of Mandan is encouraging citizens to provide their comments for agenda items via email to info@cityofmandan.com. Please provide your comments before 3:30 p.m. on the day of the meeting. Include the agenda item number your comment references. Comments will be forwarded to the Commissioners and appropriate departments.

A. **ROLL CALL:**

1. Roll call of all City Commissioners.

B. **APPROVAL OF AGENDA:**

C. **MINUTES:**

1. Consider approval of the minutes from the September 1, 2020 Board of City Commission regular meeting.

D. **PUBLIC HEARING:**

1. Public budget hearing scheduled at 6:00 p.m. to review and discuss the final 2021 Budget (See Resolutions and Ordinances #1.)
2. Consider approval of the preliminary plat for Foundation Addition
3. Consider approval of the first consideration of Ordinance 1351. related to a zoning map amendment from R7 Residential to CB Commercial (Wetch Property – Sunny Rd.)

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E. BIDS:

F. CONSENT AGENDA:

1. Consider approval of monthly bills
2. Consider providing a Flex PACE letter of support for SpaSalon at 1710 E Main St.
3. Consider payment of bills for Morton Mandan Public Library / Downtown Parks Project.
4. Consider approval of the final plat for Lakewood Ninth Addition Replat of Lot 1 Block 4.
5. Consider approval of the final plat for Foundation Addition.
6. Consider approval of a minor plat for Dire Addition.
7. Consider approval of Cost Participation and Maintenance Agreement for Highway 1806 North Reconstruction project.
8. Consider approval of the Catering Permit for The Drink for the Mule Deer Foundation Gun-A-Palooza at Prairie Patriot Firearms on September 17, 2020 from 6-8pm.
9. Consider approval of Cost Participation and Maintenance Agreement for Highway 810 Median project, from Memorial Highway to McKenzie Drive.
10. Consider approval of the Catering Permit for Main Street Bar for the MPO Octoberfest at the Harvest Catering & Events on September 26, 2020 from 3-8pm.
11. Consider approval of a Catering Permit for The Harvest Catering & Events for The Depot on September 26th from 10:00 am to 1:00 pm.
12. Consider approval of annual liquor license for September 15, 2020 to June 30, 2021.

G. OLD BUSINESS:

H. NEW BUSINESS:

1. Introduce Brenda Johnson.
2. Consider entering into a Development Agreement with Dr. Eric Belanger related to Rockwood First Addition and consider approval of the final plat for Rockwood First Addition
3. Consider entering into a purchase agreement for the sale of Lot 6, Block 76, First Northern Pacific Addition.
4. Consider approval of entering into negotiations with SRF consultant engineers to plan and design the 19th Street Trail, Phase II project.
5. Consider proclaiming September 21st – 26th 2020 Free Fall Landfill Week in Mandan, ND.

I. RESOLUTIONS AND ORDINANCES:

1. Consider the second and final consideration of Ordinance No. 1346 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year.

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commencing January 1, 2021, and ending December 31, 2021, and making the annual tax levy for the year 2020.

2. Consider Resolution establishing Rates and Charges for Services from the Water and Sewer Utility Fund.
 3. Consider Resolution establishing Rates and Charges for Services from the Solid Waste Utility Fund.
 4. Consider Resolution establishing Rates and Charges for Services from the Cemetery Fund.
 5. Consider Resolution establishing Rates and Charges the Public Works Department.
 6. Consider approval of the second and final consideration of Ordinance 1350 related to a zoning map amendment from RM Residential and MC Industrial to CB Commercial (See Public Hearing #2 and Consent Agenda #5.)
 7. Consider Financing Resolution for Street Improvement District No. 213 Definitive Improvement Warrant, Series 2020 (Southside Street Project)
- J. OTHER BUSINESS:
- K. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:
1. October 6, 2020
 2. October 20, 2020
 3. November 3, 2020
- L. ADJOURN

The Mandan City Commission met in regular session at 5:30 p.m. on September 1, 2020 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Mayor Helbling called the meeting to order.

A. ROLL CALL:

1. *Roll Call of All City Commissioners.* Present were Mayor Helbling and Commissioners Braun, Camisa, Rohr and Larson. Department Heads present were City Administrator Neubauer, Assessing Director Markley, Business Development and Communications Director Huber, Finance Director Welch, Public Works Director Bitz, Engineering & Planning Director Froseth, Principal Planner Van Dyke, Fire Chief Nardello, Police Chief Ziegler, Human Resources Director Cullen and City Attorney Oster, Absent: Building Official Ouradnik.

B. APPROVAL OF AGENDA:

Mayor Helbling inquired if there were any additions or corrections to the Agenda. Hearing none, Commissioner Rohr moved to approve the Agenda as presented. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

C. MINUTES:

1. *Consider approval of the minutes from the August 18, 2020, Board of City Commission meeting minutes.* Commissioner Larson moved to approve the minutes as presented. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

D. PUBLIC HEARING:

1. *First Consideration of Ordinance 1350 related to a zoning map amendment from RM Residential and MC Industrial to CB Commercial.* Principal Planner Van Dyke presented a request for the approval of the first consideration of Ordinance 1350 related to a zoning map amendment (rezone) from RM Residential and MC Industrial to CB Commercial to be used for selling autos. The goal is to consolidate four pieces of property. The property is located on the east side of 8th Avenue NW and north of I-94. The development abuts 8th Avenue NW and Old Red Trail NW. The future land use for the property is commercial and the CB Commercial zoning sought conforms to the land use plan for the area. The adjacent property zoning is MC Industrial and CC Commercial. He reported that the Planning and Zoning Commission unanimously recommended approval of the rezone from RM Residential and MC Industrial to CB Commercial, presented in Exhibit 4. He has received no opposition regarding this request. The reports and exhibits have been reviewed by Attorney Oster and any necessary changes will be included in the second final consideration presented to City Commission on September 15, 2020 assuming the first consideration is approved.

Mayor Helbling announced this is a Public Hearing and invited anyone to come forward to comment or speak for or against the request to approve Ordinance 1350 related to a zoning map amendment from RM Residential and MC Industrial to CB Commercial. A second

announcement was made to come forward to comment or speak for or against the request to approve Ordinance 1350 related to a zoning map amendment from RM Residential and MC Industrial to CB Commercial. A third and final announcement was made to come forward. Hearing none, this portion of the public hearing was closed.

Commissioner Larson moved to approve Ordinance 1350 based on Exhibit 3 as presented in Exhibit 4 related to a zoning map amendment from RM Residential and MC Industrial to CB Commercial as presented. Commissioner Camisa seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

E. BIDS:

1. *Consider approval of staff advertising for bids related to contingency heavy equipment rates for the City of Mandan.* Director of Public Works Bitz presented a request to re-bid for the contingent Heavy Equipment rates. He explained that advertising has been conducted as a normal process used in prior years. Information was published in the Mandan News on August 7 and August 14, 2020 and on City of Mandan Website under Bids and Proposals. He reported that no bids were received at the bid opening held on August 21, 2020 at 10:00 a.m. He stated that re-bidding will allow City staff to advertise for private contractor rates for heavy equipment and operators, mainly utilized to assist in hauling snow as has been done in past years. The Public Works Department recommended re-soliciting bids for the heavy equipment and trucks and the contractors will be requested to provide rates that are valid for a one-year period.

Commissioner Rohr moved to approve the request to re-bid Contingent Heavy Equipment Rates. Commissioner Camisa seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

F. CONSENT AGENDA

1. *Consider approval of the 1806 South Preliminary Engineering Reimbursement Agreement.*
2. *Consider approval of annual liquor license for September 1, 2020 to June 30, 2021.*
3. *Consider ratification of a special use permit for daycare center located at 1710 East Main Street.*
5. *Consider Application for Abatement from Richard McFall for Veterans Credit.*
6. *Consider the final plat for Rockwood First Addition.*
7. *Consider approval of the 19th Street Trail, Phase II Cost Participation and Maintenance Agreement.*
8. *Consider approval of the Traffic Safety Contract between the City of Mandan and the North Dakota Department of Transportation concerning the state's Annual Highway Safety Plan.*
9. *Consider entering into contracts for the Morton Mandan Public Library & Downtown Parks project with Capital City Construction, Advanced Mechanical and Denny's Electric.*
10. *Consider approval of Mule Deer Foundation Site Authorization at Prairie Patriot Firearms on Sept. 17, 2020.*

Commissioner Camisa requested removal of Item No. 4 for discussion.

Commissioner Braun moved to approve Consent Agenda items 1-3 and 5-10 as presented. Commissioner Camisa seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

Consent Agenda Item #4. Consider ratification of a special use permit for a multi-use shop to be located on Lot 3, Block 1, Evergreen Heights Third Addition. Commissioner Camisa requested this item be removed stating that everything was approved within the normal time however, and it took 8 months to get the permit approved. During that 8 months (delay) the applicant had to apply for a Special Use Permit and that went through Planning and Zoning Committee and the planning department, numerous times. He inquired if it would be possible to refund the fees for the Special Use Permit. The approximate fee was \$450. Planner Van Dyke concurred with the situation presented by Commissioner Camisa and the applicant was cooperative throughout the whole process. He said he would have no problem refunding the Special Use Permit fee to the applicant.

Commissioner Camisa moved to refund Mr. Renner \$450.00 in permit fees. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

Commissioner Camisa moved to approve Consent Agenda Item No. 4. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

G. OLD BUSINESS

H. NEW BUSINESS

1. Consider approval of the 30" Water Transmission Line Change Order No. G-3.

Planning and Engineering Director Froseth presented a request to move forward with the 30" Transmission line project, Change Order No. G-3 was presented. He explained that this change order was submitted to the City Engineer's office several months ago. However, items #2 and #3 depended on the signing of an easement to allow installation through private property west of Hwy. 1806. With the easement approved at the last City Commission meeting, this request is brought forward in order to allow for a change order to get the contractor back to finish the project. The contractor is scheduled to return in mid-September and should have adequate time to install all of the pipe necessary on the west side of Hwy. 1806. The remaining pipe to be installed is from Hwy. 1806 to the Sunset Reservoir. He reviewed the three main components of the project:

(1) Request to add an additional Missouri West connection point near the main feed point located west of Hwy. 1806. This addition will allow for additional flexibility when isolating the 30" line and lower the risk of service loss while installing this pipe or maintaining in the future. This comes with a cost of about \$18,000.

(2) There was a one-year delay to the project due to the time it took to secure the easement. The City did take a risk with this project by awarding it in mid-2018 without all easements satisfied. That was done because all of the City's rights were in place to install the pipe east of Hwy. 1806 and the City wanted to make sure that was done before another break occurred. The east side has proven to be higher risk and cost the City substantial in repair fees in 2016 and 2017 was an emergency repair. Also, the City received very competitive bids that were well below budget. At the time, the plan was to secure the remainder of the easements needed to install the pipe on the west side of 1806 before the fall of 2019. That proved not to be the case and therefore this project was delayed into 2020 with one easement being a challenge to secure and that was finally secured two weeks ago. With the agreement now in place, the contractor is scheduling this project after their current job is completed and will install the remainder of the pipe in the ground in a couple weeks. This one-year delay has led to tangible costs for the contractor in the amount of almost \$94,000 as outlined.

(3) Additional excavation to lower the 30" transmission line in order to accommodate future grading as expected by the developer. The main reason it took the City as long as it did to secure the last easement was due to accommodating the landowner's requests. The most significant request was that the pipe be installed at grades that would work best for future development. In order to establish that, the developer worked with his engineer to come up with best assumptions of future grades. Part 3 of this change order lowers the pipe appropriately of nearly \$23,000.

This proposed change order will increase about \$134,000 to the total project construction cost. With this change order and prior change orders, the amount of change orders to date amount to about 7.1% of total project. That was a higher percentage than anticipated. However, the amount is within the project's contingency and given the good bids received, the project cost is still within budget.

Commissioner Braun moved to approve Change Order No. G-3 for the 30" Transmission Line project. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

2. *Consider approval of the Northwest Street Improvement District Change Order.*
Planning and Engineering Director Froseth presented an update on the Northwest Street Improvement District project and to consider approving a change order for an amount of \$26,000 that could be signed for by city staff and presented to the Commission as an informational item. However, the Engineering Department wanted to bring this forward to the City Commission for a decision because it includes fog sealing of all streets that were chip sealed as part of the project. The fog sealing component of this Change Order makes up about \$17,000 of this cost. The fog seal was first used by the city as a change order to the southside project earlier this summer. He said that much of the Northwest Street Improvement District project has been completed. The most significant item remaining is to chip seal the segments of roadway that were reconstructed this year. The City is planning for that remaining chip seal work to be completed in 2021. The Engineering Department believes that fog sealing is worth its relatively low cost that it takes to implement. The Public Works team has sat in on seminars where it has been recommended by the experts as a low cost method to get extra longevity out of the pavement life. The Engineering Department contacted the City of Minot Engineering

Department after noting that they have a section of their website to explain the process and benefits of fog sealing their chip seal jobs.

Director Froseth stated that with this change order, the project is under the estimate provided before the project was bid. The Engineering staff has planned, designed and provided construction engineering (inspection) services for this entire project and recommended approval for the fog seal because the chip seal was included in the original project.

Commissioner Camisa moved to approve Change Order No. 3 for the Northwest Street Improvement District. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

3. *Consider two appointments to the Dakota Media Access Board of Directors.*

City Administrator Neubauer presented a request for two appointments to the Dakota Media Access (DMA) Board of Directors. DMA serves both Bismarck and Mandan and is represented on their Board of Directors by residents of both communities. DMA president, Jack McDonald, is requesting Mandan resident Sue Balcom to be reappointed and Mandan resident Shauna Laber to be appointed to the DMA Board as a Mandan representative to a term ending in 2024. Administrator Neubauer recommended the appointments as presented.

Commissioner Braun moved to approve to reappoint Sue Balcom and appoint Shauna Laber to the Dakota Media Access Board of Directors for a 5-year terms through 2024. Commissioner Camisa seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

4. *Consider entering into a purchase agreement for the sale of Auditor's Lot 1 (Replat of Lot 6, Block 1), The Shores of Marina Bay Replat.* Principle Planner Van Dyke presented a request for the approval of the Purchase Agreement for the sale of Auditor's Lot 1 (Replat of Lot 6, Block 1), The Shores of Marina Bay Replat. He said that Mike and Sarah Horner have presented an offer of \$3,000 for the purchase of Auditor's Lot 1 (Replat of Lot 6, Block 1), The Shores of Marina Bay Replat stating that the list price is \$5,000. The offer is coming from one of two property owners that abut this property. The property has a specials balance of \$249.40. The amount will be prorated for 2020 on the date of closing and the remaining balance will be the responsibility of the buyers. The buyer's intent is to expand the rear yard. City staff is recommending approval of the Purchase Agreement as presented in Exhibit 1. A map of the subject property was provided in Exhibit 2. The Engineering and Planning Department recommended approval of the Purchase Agreement.

Commissioner Larson moved to approve entering into a purchase agreement for the sale of Auditor's Lot 1 (Replat of Lot 6, Block 1), The Shores of Marina Bay Replat as presented in Exhibit 1. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

5. *Consider joining North Dakota Public Health Insurance Trust.*

HR Director Cullen presented a request for approval to join the ND Public Health Insurance Trust (NDPHIT). She explained that in 2019, the ND Insurance Reserve Fund (NDIRF) began studying the concept of an association health plan for ND political subdivisions with the goal of providing local governments with more control over their health insurance plans. More control over your health insurance plan will, over time, lead to better coverage, better service, and lower rates. During NDIRF's process of researching an association health plan, they became aware of a plan by the South East Education Cooperative (SEEC) to create an association health plan for North Dakota Schools. NDIRF and SEEC combined efforts to work on a solution together. The result is the North Dakota Public Health Insurance Trust (NDPHIT). Director Cullen stated that a one-time deposit of 8.5% of annual premium due by December 18, 2020. The final amount will be determined after open enrollment at an approximate cost \$175,659. The January 2021 premium (\$172,116) is due December 18, 2020, which follows suit with the current premium payment set-up. The Human Resources Department recommends approval of joining the ND Public Health Insurance Trust (NDPHIT).

On August 6, 2020, Hays Companies, the third-party administrator of NDPHIT, hosted an informational webinar on the plan with a follow-up meeting scheduled for August 11, 2020. All department directors were invited to attend the meeting on August 11th. At the time, the deadline for a decision to join was set for August 24th and recently that deadline was extended to September 4, 2020. Over the last few weeks, additional information has been received regarding the trust and health insurance coverage. Randy Johnson, from the Hays Group provided a summary of the plan and was available to answer questions. The insurance provider selected is Blue Cross Blue Shield of ND. The coverage provided by BCBSND will mirror the coverage provided by Sanford Health Plan through NDPERS. BCBSND will offer a few additional services at no cost to the employer or employees. The network of providers will also remain the same. Employees will not see a decrease in coverage, nor have to find new doctors. The rates for these options would be determined based on a formula and the number enrolled in each tier. The premium rates for these additional options would fall between the current single and family premium rates. It is anticipated there will be some cost savings for the additional two tiers, which not only assists the City, but also employees that may be employed less than seven years and are responsible for a portion of their premium.

Commissioner Rohr moved to approve the request to join the ND Public Health Insurance Trust. Commissioner Camisa seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

6. *Consider approval of I-94 Sanitary Interceptor Sewerline Request for Proposal.*

Planning and Engineering Director Froseth presented a request for advertising the Request for Proposals (RFP) for planning and design services related to the I-94 Sanitary Interceptor Sewer line. This need has been identified in the City's masterplan since it was amended in 2013. Like many of the projects in the masterplan, they compete for limited funds and therefore projects must wait their turn in order to move forward with final design and completion. For this particular project, the engineering office believes the time is now to address this need.

Currently, virtually all of the City’s sanitary sewer north of I-94 and west of Hwy. 1806 flows across the interstate at Sunset Avenue where it eventually flows through a sanitary line under 14th Street Northwest. It is within that line under 14th Street that there are concerns with capacity. These concerns have been heightened in recent months after some additional analysis has been done as a result of more development north of I-94 looking to bring their flow into this part of the system. There has not yet been a capacity failure in this segment of the City’s sewer system. However, it is believed that this area is at a somewhat elevated risk should a significant rain storm come (Infiltration and Inflow effect) at the same time as peak water usage. That risk only grows with additional building and therefore additional flow demand to it. With this project, the City will greatly reduce the risk of capacity failure and this will provide for long-term growth in the Northwest part of the City.

If approved by the Commission, the plan will be to finalize the RFP and start advertising on September 11, 2020 for an October 2nd due date for proposals. We would anticipate signing an agreement with the chosen consultant in November in order for them to complete their work and bid the project in the spring of 2021 for installation in 2021. This project was included in the preliminary 2021 budget that was presented to Commission last month and will be paid for out of the Water and Sewer Utility fund. The total project estimate is \$900,000. There is no direct cost associated with this agenda item today. Director Froseth recommended approval of the request for proposal to get this project started in order to get the pipe installed.

Commissioner Camisa moved to approve advertising the Request for Proposals (RFP) for the I-94 Sanitary Interceptor Sewerline project. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

I. RESOLUTIONS AND ORDINANCES:

1. *Second and Final Consideration of Ordinance 1349 related to a zoning map amendment from RM Residential to Planned Unit Development (PUD).* Planner Van Dyke stated this is an action wherein Dr. Belanger requested a zone change from RM Residential to PUD-Planned unit development (See application in Exhibit 1) located northeast of the middle school. The PUD will apply to the first phase of Rockwood First Addition (previously named Sunset Avenue First). The first phase of Rockwood First Addition contains eight (8) lots located in the northwest of the subdivision. Planner Van Dyke reported that there have been no comments received since the First Consideration and he recommended approval.

Commissioner Camisa moved to approve the Second and Final Consideration of Ordinance 1350 related to a zoning map amendment from RM Residential to Planned Unit Development (PUD). Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

J. OTHER BUSINESS:

K. ADJOURNMENT:

There being no other business to come before the Board, Commissioner Camisa motioned to adjourn the meeting at 6:21 pm. Commissioner Rohr seconded the motion. The motion received unanimous approval of the members present.

James Neubauer
City Administrator

Tim Helbling, Mayor
Board of City Commissioners



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 11, 2020
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Final 2021 Budget

PURPOSES

1. To conduct a public budget hearing at 6:00 p.m. to review and discuss the final 2021 Budget.
2. To consider the second and final consideration of Ordinance No. 1346 adopting the 2021 Budget.

BACKGROUND

On August 4, 2020, the Budget and Finance Committee presented the preliminary 2021 Budget to the Board of City Commissioners and the Board passed the introduction and first consideration, and call for a public budget hearing of Ordinance No. 1346 adopting the 2021 Budget.

On August 5, 2020, the City provided a copy of the preliminary 2021 budget statement and notice of the public budget hearing date to the Morton County Auditor.

By August 31, 2020, the Morton County Treasurer provided a written notice to the owner of each parcel of taxable property with the total estimated property tax, based on the preliminary 2021 budget statement, and the date, time and location of the public budget hearing.

On September 16, 2020, the City will submit a certified copy of the levy as adopted and a certified copy of the final 2021 Budget to the Morton County Auditor.

The final 2021 Budget will be posted on the City's website at cityofmandan.com.

ATTACHMENTS

- Ordinance No. 1346
- Certificate of Final Budget
- Certificate of Levy

FISCAL IMPACT

The annual cost for City services for an existing \$275,000 residential property and using 8 units of water per month, excluding special assessments:

NO VALUATION INCREASE

	<u>2020 BUDGET</u>	<u>2021 BUDGET</u>	<u>ANNUAL INCREASE</u>
PROPERTY TAXES	\$ 786	\$ 786	\$ -
UTILITY BILL	\$ 1,073	\$ 1,109	\$ 36
TOTAL	<u>\$ 1,859</u>	<u>\$ 1,895</u>	<u>\$ 36</u>

3.4% VALUATION INCREASE

	<u>2020 BUDGET</u>	<u>2021 BUDGET</u>	<u>ANNUAL INCREASE</u>
PROPERTY TAXES	\$ 786	\$ 813	\$ 27
UTILITY BILL	\$ 1,073	\$ 1,109	\$ 36
TOTAL	<u>\$ 1,859</u>	<u>\$ 1,922</u>	<u>\$ 63</u>

STAFF IMPACT

None

LEGAL REVIEW

The City of Mandan is required to prepare the annual budget in accordance with the North Dakota Century Code.

RECOMMENDATION

To approve the second and final consideration of Ordinance No. 1346 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2021, and ending December 31, 2021, and making the annual tax levy for the year 2020.

SUGGESTED MOTION

Move to approve the second and final consideration of Ordinance No. 1346 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2021, and ending December 31, 2021, and making the annual tax levy for the year 2020.

ORDINANCE NO. 1346

AN ORDINANCE MAKING THE ANNUAL APPROPRIATIONS FOR EXPENDITURES OR EXPENSES OF THE CITY OF MANDAN, NORTH DAKOTA, FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2021, AND ENDING DECEMBER 31, 2021, AND MAKING THE ANNUAL TAX LEVY FOR THE YEAR 2020.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA:

Section 1. There are hereby appropriated the following sums of money for so much thereof that may be necessary for the purpose of paying expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2021, and ending December 31, 2021.

	EXPENDITURES/EXPENSES					TRANSFERS
	SALARIES AND BENEFITS	OPERATIONS AND MAINTENANCE	DEBT SERVICE	CAPITAL OUTLAY	TOTAL	
GENERAL FUND	\$ 9,202,400	\$ 3,333,650	\$ 125,050	\$ 865,000	\$ 13,526,100	\$ 2,400
<u>SPECIAL REVENUE FUNDS</u>						
HIGHWAY DISTRIBUTION FUND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 985,150
CITY'S SHARE OF SPECIAL ASSESSMENTS FUND	\$ -	\$ 141,100	\$ -	\$ -	\$ 141,100	\$ 22,050
CEMETERY FUND	\$ 125,850	\$ 41,300	\$ -	\$ 31,000	\$ 198,150	\$ -
CITY VISITORS' PROMOTION FUND	\$ -	\$ 44,200	\$ -	\$ -	\$ 44,200	\$ -
ALARM-EQUIPMENT RESERVE FUND	\$ -	\$ 17,950	\$ -	\$ -	\$ 17,950	\$ -
1% CITY SALES TAX FUND	\$ -	\$ 274,450	\$ -	\$ -	\$ 274,450	\$ 2,644,300
PUBLIC TRANSPORTATION SYSTEM FUND	\$ -	\$ 197,700	\$ -	\$ -	\$ 197,700	\$ -
0.75% CITY SALES TAX FUND	\$ -	\$ -	\$ 1,060,000	\$ -	\$ 1,060,000	\$ -
FIRE EQUIPMENT RESERVE FUND	\$ -	\$ -	\$ -	\$ 288,500	\$ 288,500	\$ 83,950
MANDAN GROWTH FUND	\$ 157,450	\$ 103,000	\$ -	\$ -	\$ 260,450	\$ -
ABUSED ADULT RESOURCE CENTER GRANT FUND	\$ 79,750	\$ -	\$ -	\$ -	\$ 79,750	\$ -
BNSF SETTLEMENT FUND	\$ -	\$ 3,150	\$ -	\$ -	\$ 3,150	\$ -
MANDAN SEP TRUST FUND	\$ -	\$ 1,250	\$ -	\$ -	\$ 1,250	\$ -
HEALTH AND SAFETY FUND	\$ -	\$ 65,950	\$ -	\$ -	\$ 65,950	\$ -
<u>DEBT SERVICE FUNDS</u>						
LIBERTY MEMORIAL BRIDGE GENERAL OBLIGATION BONDS FUND	\$ -	\$ -	\$ 70,600	\$ -	\$ 70,600	\$ -
REFUNDING IMPROVEMENT BONDS FUND	\$ -	\$ -	\$ 5,676,800	\$ -	\$ 5,676,800	\$ -
<u>BUDGETS NOT REQUIRED UNDER NDCC 40-40-05</u>						
CITY VISITORS' PROMOTION CAPITAL CONSTRUCTION FUND	\$ -	\$ 7,100	\$ -	\$ -	\$ 7,100	\$ -
WATER AND SEWER UTILITY FUND	\$ 2,005,600	\$ 1,585,750	\$ 2,699,200	\$ 2,262,000	\$ 8,552,550	\$ 17,800
SOLID WASTE UTILITY FUND	\$ 454,700	\$ 1,964,150	\$ 159,650	\$ 15,000	\$ 2,593,500	\$ -
STREET LIGHT UTILITY FUND	\$ 77,350	\$ 302,450	\$ -	\$ 55,000	\$ 434,800	\$ -
CITY SHOP FUND	\$ -	\$ 212,450	\$ -	\$ -	\$ 212,450	\$ -
TOTAL	\$ 12,103,100	\$ 8,295,600	\$ 9,791,300	\$ 3,516,500	\$ 33,706,500	\$ 3,755,650
MORTON MANDAN PUBLIC LIBRARY (GENERAL FUND)	\$ 540,463	\$ 271,000	\$ -	\$ 10,000	\$ 821,463	\$ 31,928
MANDAN AIRPORT AUTHORITY	\$ 149,150	\$ 312,520	\$ 130,735	\$ 1,100,000	\$ 1,692,405	\$ -

Section 2. There are hereby levied the following sums of money on all taxable property in the City of Mandan, North Dakota, for the year 2020 for the purpose of paying expenditures or expenses of the City of Mandan, North Dakota.

GENERAL FUND	\$ 5,042,786
<u>SPECIAL REVENUE FUNDS</u>	
CITY'S SHARE OF SPECIAL ASSESSMENTS FUND	\$ 5,039
CEMETERY FUND	\$ 77,056
PUBLIC TRANSPORTATION SYSTEM FUND	\$ 201,542
<u>DEBT SERVICE FUNDS</u>	
GENERAL OBLIGATION BONDS FUND:	
LIBERTY MEMORIAL BRIDGE	\$ 76,406
REFUNDING IMPROVEMENT BONDS FUND:	
STREET IMPROVEMENT DISTRICT #145	\$ 33,508
STREET IMPROVEMENT DISTRICT #148	\$ 9,371
MANDAN AIRPORT AUTHORITY	\$ 403,084
MORTON MANDAN PUBLIC LIBRARY	\$ 554,241
TOTAL	<u>\$ 6,403,033</u>

Section 3. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. Taking Effect. This ordinance shall be in full force and effect from and after its final passage and adoption.

President, Board of City Commissioners

Attest:

City Administrator

First Consideration: August 4, 2020
Second Consideration: September 15, 2020
Final Passage and Adoption: September 15, 2020

CITY OF MANDAN, NORTH DAKOTA
Annual Budget for the Year Ended December 31, 2021
CERTIFICATE OF FINAL BUDGET

COUNTY AUDITOR
COUNTY OF MORTON

You are hereby notified on the 16th day of September 2020, the governing body of the City of Mandan, North Dakota, adopted an Ordinance making the annual appropriations for expenditures or expenses of the City for the fiscal year commencing January 1, 2021, and ending December 31, 2021, which appropriation is itemized as follows:

	EXPENDITURES/EXPENSES					TRANSFERS
	SALARIES AND BENEFITS	OPERATIONS AND MAINTENANCE	DEBT SERVICE	CAPITAL OUTLAY	TOTAL	
GENERAL FUND	\$ 9,202,400	\$ 3,333,650	\$ 125,050	\$ 865,000	\$ 13,526,100	\$ 2,400
<u>SPECIAL REVENUE FUNDS</u>						
HIGHWAY DISTRIBUTION FUND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 985,150
CITY'S SHARE OF SPECIAL ASSESSMENTS FUND	\$ -	\$ 141,100	\$ -	\$ -	\$ 141,100	\$ 22,050
CEMETERY FUND	\$ 125,850	\$ 41,300	\$ -	\$ 31,000	\$ 198,150	\$ -
CITY VISITORS' PROMOTION FUND	\$ -	\$ 44,200	\$ -	\$ -	\$ 44,200	\$ -
ALARM-EQUIPMENT RESERVE FUND	\$ -	\$ 17,950	\$ -	\$ -	\$ 17,950	\$ -
1% CITY SALES TAX FUND	\$ -	\$ 274,450	\$ -	\$ -	\$ 274,450	\$ 2,644,300
PUBLIC TRANSPORTATION SYSTEM FUND	\$ -	\$ 197,700	\$ -	\$ -	\$ 197,700	\$ -
0.75% CITY SALES TAX FUND	\$ -	\$ -	\$ 1,060,000	\$ -	\$ 1,060,000	\$ -
FIRE EQUIPMENT RESERVE FUND	\$ -	\$ -	\$ -	\$ 288,500	\$ 288,500	\$ 83,950
MANDAN GROWTH FUND	\$ 157,450	\$ 103,000	\$ -	\$ -	\$ 260,450	\$ -
ABUSED ADULT RESOURCE CENTER GRANT FUND	\$ 79,750	\$ -	\$ -	\$ -	\$ 79,750	\$ -
BNSF SETTLEMENT FUND	\$ -	\$ 3,150	\$ -	\$ -	\$ 3,150	\$ -
MANDAN SEP TRUST FUND	\$ -	\$ 1,250	\$ -	\$ -	\$ 1,250	\$ -
HEALTH AND SAFETY FUND	\$ -	\$ 65,950	\$ -	\$ -	\$ 65,950	\$ -
<u>DEBT SERVICE FUNDS</u>						
LIBERTY MEMORIAL BRIDGE GENERAL OBLIGATION BONDS FUND	\$ -	\$ -	\$ 70,600	\$ -	\$ 70,600	\$ -
REFUNDING IMPROVEMENT BONDS FUND	\$ -	\$ -	\$ 5,676,800	\$ -	\$ 5,676,800	\$ -
<u>BUDGETS NOT REQUIRED UNDER NDCC 40-40-05</u>						
CITY VISITORS' PROMOTION CAPITAL CONSTRUCTION FUND	\$ -	\$ 7,100	\$ -	\$ -	\$ 7,100	\$ -
WATER AND SEWER UTILITY FUND	\$ 2,005,600	\$ 1,585,750	\$ 2,699,200	\$ 2,262,000	\$ 8,552,550	\$ 17,800
SOLID WASTE UTILITY FUND	\$ 454,700	\$ 1,964,150	\$ 159,650	\$ 15,000	\$ 2,593,500	\$ -
STREET LIGHT UTILITY FUND	\$ 77,350	\$ 302,450	\$ -	\$ 55,000	\$ 434,800	\$ -
CITY SHOP FUND	\$ -	\$ 212,450	\$ -	\$ -	\$ 212,450	\$ -
TOTAL	<u>\$ 12,103,100</u>	<u>\$ 8,295,600</u>	<u>\$ 9,791,300</u>	<u>\$ 3,516,500</u>	<u>\$ 33,706,500</u>	<u>\$ 3,755,650</u>
MORTON MANDAN PUBLIC LIBRARY (GENERAL FUND)	\$ 540,463	\$ 271,000	\$ -	\$ 10,000	\$ 821,463	\$ 31,928
MANDAN AIRPORT AUTHORITY	\$ 149,150	\$ 312,520	\$ 130,735	\$ 1,100,000	\$ 1,692,405	\$ -

Dated at Mandan, North Dakota this 16th day of September, 2020.

Greg Welch
Finance Director

CITY OF MANDAN, NORTH DAKOTA
Annual Budget for the Year Ended December 31, 2021
CERTIFICATE OF LEVY

COUNTY AUDITOR
COUNTY OF MORTON

You are hereby notified on the 16th day of September 2020, the governing body of the City of Mandan, North Dakota, levied a tax of \$6,403,033, upon all the taxable property in the City for the calendar year ended December 31, 2021, which levy is itemized as follows:

<u>FUND</u>	<u>AMOUNT LEVIED</u>
General	\$5,042,786
City's Share of Special Assessments	5,039
Cemetery	77,056
Public Transportation System	201,542
General Obligation Bonds:	
Liberty Memorial Bridge	76,406
Refunding Improvement Bonds:	
Street Improvement District #145	33,508
Street Improvement District #148	9,371
Mandan Airport Authority	403,084
Morton Mandan Public Library	<u>554,241</u>
TOTAL AMOUNT LEVIED	<u>\$6,403,033</u>

You will duly enter tax upon the County tax list for collection upon the taxable property of the City of Mandan, North Dakota, for the ensuing year. Dated at Mandan, North Dakota this 16th day of September, 2020.

Greg Welch
Finance Director



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 9, 2020
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: Preliminary Plat for Foundation Addition

STATEMENT/PURPOSE: Consider approval of the preliminary plat for Foundation Addition.

BACKGROUND/ALTERNATIVES:

The applicant seeks to combine four (4) lots into one (1) and rezone the property for the purposes of commercial automotive sales (See Exhibits 1 and 2 showing the preliminary and final plats being considered for approval).

The property is located on the east side of 8th Ave. NW and north of I-94. The development abuts 8th Ave. NW, a collector road, and Old Red Trail NW, an arterial road. The future land use for the property is commercial and the CB Commercial zoning sought conforms to the land use plan for the area.

The lot is too large to be accommodated by a minor plat and therefore requires a preliminary and final plat. Being a lot consolidation for commercial development, staff does not have concerns with the request. The application meets the lot size standards for the zoning district that is being requested and the design standards set forth in Chapter 109 Subdivisions of the Mandan Code of Ordinances.

Adjacent property zoning is MC Industrial and CC Commercial.

Planning and Zoning Commission unanimously recommended approval of the preliminary plat as presented in Exhibit 1.

ATTACHMENTS:

Exhibit 1 – Foundation Addition Preliminary Plat
Exhibit 2 – Final Plat

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: The staff report and exhibits have been provided to Attorney Oster as part of the agenda packet.

RECOMMENDATION: Planning and Zoning Commission unanimously recommended approval of preliminary plat as presented in Exhibit 1.

SUGGESTED MOTION: I move to approve the preliminary plat as presented in Exhibit 1.

FINAL PLAT FOUNDATION ADDITION TO THE CITY OF MANDAN

EXHIBIT 2

A REPLAT OF PIONEER INDUSTRIAL PARK 1ST ADDITION BLOCK 2 LOTS 24 THROUGH 27 IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA

TO BE HEREAFTER KNOWN AS:

LOTS 1, BLOCK 1, FOUNDATION ADDITION TO THE CITY OF MANDAN, LYING IN SECTION 22, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MORTON COUNTY, NORTH DAKOTA

LEGEND

- FOUND MONUMENT
- SET MONUMENT
- PLAT BOUNDARY
- - - EXISTING LOT LINE

GRAPHIC SCALE IN FEET
NORSIC DATUM (NAD83)
VERT. DATUM: NAVD83

BASES OF BEARINGS: BEARINGS SHOWN ARE GRID BEARINGS BASED ON NORTH DAKOTA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83, INTERNATIONAL FEET
DATE OF FIELD SURVEY: 20 MARCH 2020
DATE OF PLAT PREPARATION: 22 JULY 2020

OWNER:
BISMARCK ND SU RE LLC
211 HIGHLAND CROSS DRIVE SUITE 240
HOUSTON, TX 77073

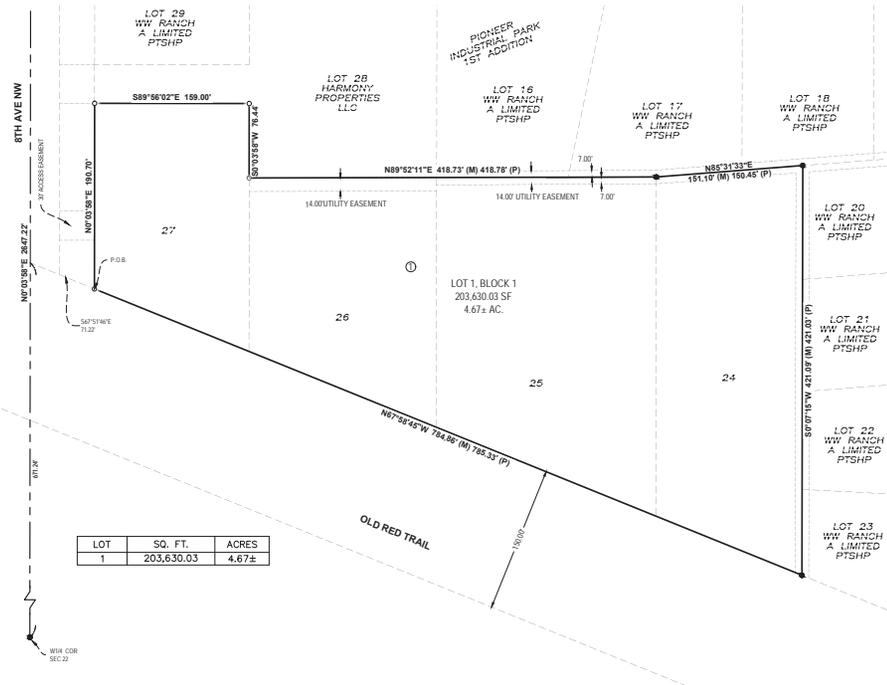
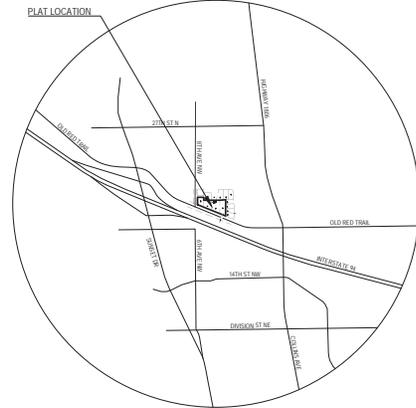
SURVEYOR:
KEVIN G. NELSON, PE, PLS
MOUNTAIN PLAINS, LLC
1300 TACOMA AVE., SUITE A
BISMARCK, ND, 58504

PLAT INFORMATION
EXISTING ZONING: LOTS 24, 26, 27: MC - HEAVY COMMERCIAL/LIGHT INDUSTRIAL RESTRICTED
LOT 25: RM - RESIDENTIAL MULTI-FAMILY DWELLINGS
PROPOSED ZONING: CB - COMMERCIAL

TOTAL ACREAGE: 4.67±
AREA OF MINIMUM FLOOD HAZARD: ZONE X PER FEMA MAP NUMBER 38059C0485E EFFECTIVE ON 10/16/2015

BASES OF BEARING: NO STATE PLANE SOUTH ZONE NAD83 (3303), ADJUSTMENT 1984, UNIT OF MEASUREMENT IS INTERNATIONAL FEET.

1 MILE RADIUS LOCATION MAP
1" = 1500'



LOT	SQ. FT.	ACRES
1	203,630.03	4.67±

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PIONEER INDUSTRIAL PARK 1ST ADDITION BLOCK 2 LOTS 24 THROUGH 27 IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST PROPERTY CORNER OF SAID LOT 27; THENCE N00°03'59"E ALONG THE WEST LINE OF SAID LOT 27 A DISTANCE OF 190.78 FEET TO THE NORTHWEST PROPERTY CORNER OF SAID LOT 27; THENCE S89°56'02"E ALONG THE NORTH LINE OF SAID LOT 27 A DISTANCE OF 159.00 FEET TO THE NORTHEAST PROPERTY CORNER OF SAID LOT 27; THENCE S00°03'59"W ALONG THE EAST LINE OF SAID LOT 27 A DISTANCE OF 76.44 FEET TO THE NORTHWEST PROPERTY CORNER OF LOT 26; THENCE N89°52'11"E ALONG THE NORTH LINE OF LOT 26 AND A DISTANCE OF 418.73 FEET TO THE NORTHEAST PROPERTY CORNER OF SAID LOT 25; THENCE N85°31'33"E ALONG THE NORTH LINE OF LOT 25 A DISTANCE OF 151.10 FEET TO THE NORTHWEST PROPERTY CORNER OF SAID LOT 24; THENCE S00°07'15"W ALONG THE EAST LINE OF SAID LOT 24 A DISTANCE OF 421.09 FEET TO THE SOUTHEAST PROPERTY CORNER OF SAID LOT 24; THENCE N67°58'45"W ALONG THE SOUTH LINE OF SAID LOTS 24 - 27 A DISTANCE OF 784.86 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 4.67 ACRES MORE OR LESS.

OWNER'S CERTIFICATE AND DEDICATION

WE, THE UNDERSIGNED, BEING SOLE OWNERS OF THE LAND PLATTED HEREIN, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT AND DO DEDICATE ALL THE RIGHTS OF WAY SHOWN ON THIS PLAT FOR PUBLIC USE, AD CONSENT TO ANY ACCESS CONTROL TO THE PROPERTY AS SHOWN.

WE ALSO DEDICATE ALL EASEMENTS AS SHOWN ON THIS PLAT AS "ACCESS," "UTILITY," AND/OR "STORMWATER" TO RUN WITH THE LAND FOR PUBLIC AND PRIVATE UTILITIES OR SERVICES ON, ACROSS, OR ABOVE OR UNDER THOSE CERTAIN STRIPS OF LAND.

BISMARCK ND SU RE LLC
KEVIN KUTSCHINSKI - AGENT

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 2020.

_____, NOTARY PUBLIC
_____, COUNTY _____
MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

I, KEVIN G. NELSON, A REGISTERED LAND SURVEYOR, NORTH DAKOTA PLS NO. LS-3638, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE BY ME OR UNDER MY DIRECTION, AND THE INFORMATION SHOWN ON THIS MAP IS TRUE AND CORRECT, TO THE BEST OF MY ABILITY.

KEVIN G. NELSON
LS-3638



SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 2020.

_____, NOTARY PUBLIC
_____, COUNTY _____
MY COMMISSION EXPIRES: _____

APPROVAL OF CITY PLANNING COMMISSION

THE SUBDIVISION OF LAND SHOWN HEREON HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MANDAN, NORTH DAKOTA THIS ____ DAY OF _____, 2020 IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, AND THE ORDINANCES OF THE CITY OF MANDAN.

BILL ROBINSON - CHAIRMAN
NANCY MOSER - SECRETARY

APPROVAL OF THE BOARD OF CITY COUNCIL

THE CITY COUNCIL OF THE CITY OF MANDAN, NORTH DAKOTA HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THIS PLAT, HAS ACCEPTED THE DEDICATION OF ALL RIGHTS OF WAY AND PUBLIC EASEMENTS SHOWN THEREON, AND DOES HEREBY VACATE ANY PREVIOUS PLATTING WITHIN THE BOUNDARY OF THIS PLAT.

THE FOREGOING ACTION OF THE CITY COUNCIL OF THE CITY OF MANDAN, NORTH DAKOTA WAS APPROVED THE ____ DAY OF _____, 2020.

TIM HELBLING - MAYOR
JIM NEUBAUER - CITY ADMINISTRATOR

APPROVAL OF CITY ENGINEER

I, JUSTIN FROSTHEE, PE, CITY ENGINEER OF THE CITY OF MANDAN, NORTH DAKOTA, HEREBY APPROVE THIS PLAT THIS ____ DAY OF _____, 2020.

JUSTIN FROSTHEE, PE - CITY ENGINEER





Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 9, 2020
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: First Consideration of Ordinance 1351 related to a zoning amendment from R7 Residential to CB Commercial

STATEMENT/PURPOSE: Consider approval of the first consideration of Ordinance 1351 related to a zoning map amendment (rezone) from R7 Residential to CB Commercial.

BACKGROUND/ALTERNATIVES:

Mr. Wetch desires to rezone his property from R7 Residential to CB Commercial. The property is located west on Main past the Lower Heart River crossing (See Exhibit 2). The properties future land use designation is Commercial as seen in Exhibit 2.

Mr. Wetch is in discussions with the neighboring property owner Victor Fleck who owns the property to the west which is zoned CB Commercial to purchase the subject property. Mr. Fleck's property was rezoned to CB Commercial in 2011. Victor would like the same zoning designation as his current land for expansion of his business operations through the construction of a commercial structure to house and work on his vehicles.

The property to the northeast and owned by Rodney Aman is zoned MA Industrial. The property has historically been used as a commercial auto repair shop. This property was rezoned in 1987.

Other property to the east is zoned R7 and rural residential in nature.

Given the adjacent commercial zoning and uses coupled with the alignment with the future land use designation and direct road access, staff is recommending approval. These findings are included in Exhibit 4.

The application was presented to Planning and Zoning Commission at the August 24 meeting. On the morning of the Planning and Zoning Commission meeting, staff received several inquiries and comments via phone, walk-in, and letter formats. The location of neighboring property owner comments and whether they were in favor or opposed are included in Exhibit 5. The written letter of opposition is included in Exhibit 6.

The primary concern from residents was the change in character to the area from its existing form. The area has historically been a quilt of residential and commercial uses including automotive repair, a variety of commercial trucking businesses, and large animal veterinary services.

Planning and Zoning Commission, through a seven (7) to (4) split decision recommended denial of the application for a zoning map amendment based on public input at the meeting and premature shift in character from rural residential to commercial in nature.

ATTACHMENTS:

- Exhibit 1 – Auditor’s Plat Showing Area of Zone Change
- Exhibit 2 – Zoning and Future Land Use Map of Property
- Exhibit 3 – Ordinance 1351
- Exhibit 4 – Findings in Support of Request
- Exhibit 5 – Neighboring Property Owner Comment Map
- Exhibit 6 – Letter from Adjacent Property Owners in Opposition

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: The staff report and exhibits have been provided to Attorney Oster for review as part of the agenda packet. Ordinance 1351 was sent to Attorney Oster for review and approval prior to Planning and Zoning Commission.

RECOMMENDATION: Planning and Zoning Commission recommended denial of the application through a split decision.

Board of City Commissioners

Agenda Documentation

Meeting Date: September 15, 2020

Subject: First Consideration of Ordinance 1351 related to a zoning amendment from R7 Residential to CB Commercial

Page 3 of 3

SUGGESTED MOTION: Given the split decision to deny at Planning and Zoning Commission and conflict with staff recommendation, staff is providing alternative suggested motions. They are:

APPROVE - I move to approve the first consideration of Ordinance 1351 as presented in Exhibit 3 based on the findings in Exhibit 4.

OR

DENY – I move to deny the first consideration of Ordinance 1351 as presented in Exhibit 3 due to the premature shift in character from rural residential to commercial in nature.

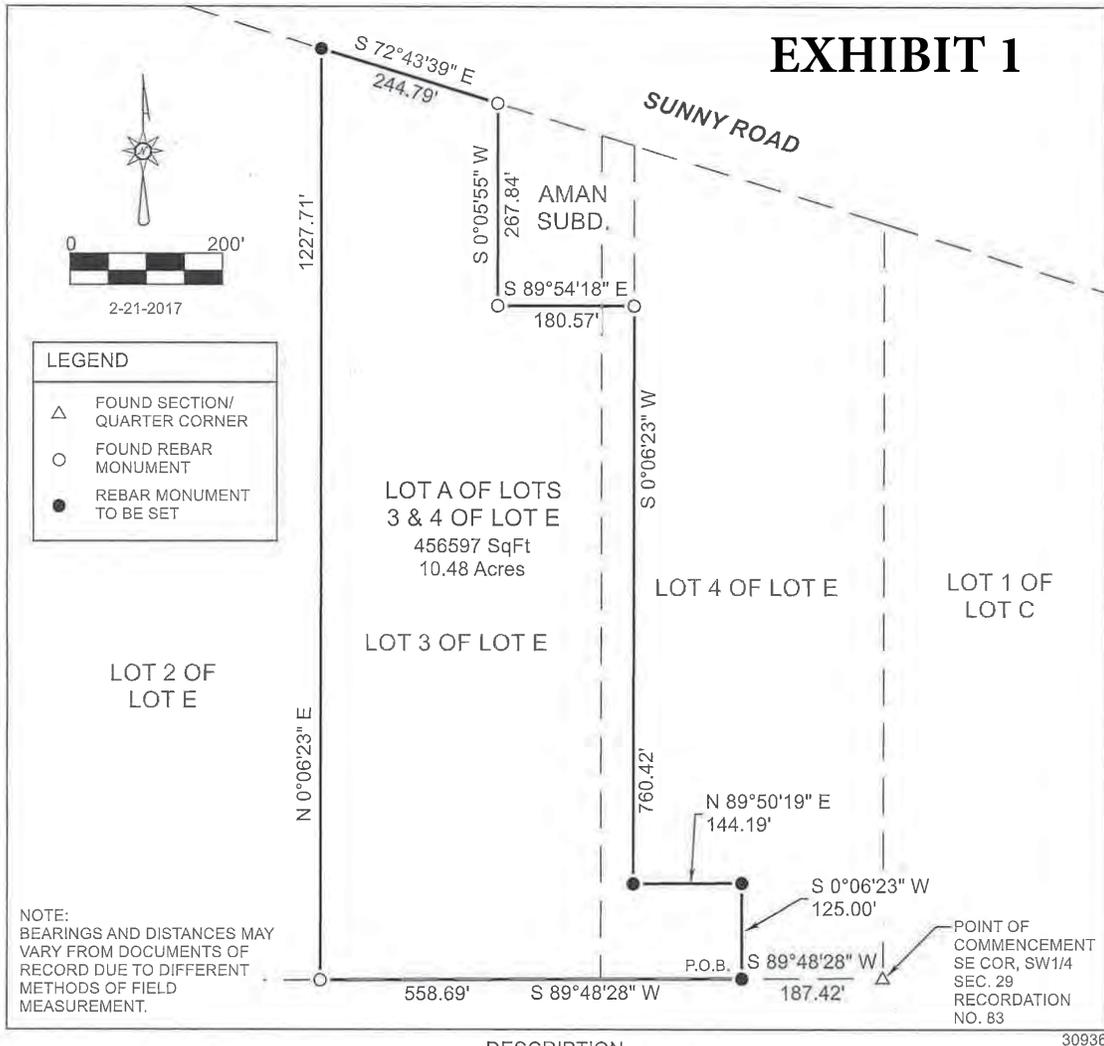
OR

BACK TO PLANNING AND ZONING – I move to direct the Planning and Zoning Commission to reconsider the item at the October 26 meeting.

PLAT OF IRREGULAR DESCRIPTION

Lot A of Lots 3 & 4 of Auditor's Lot E SW1/4 Section 29 Township 139 North Range 81 West

Present Owner Terrance Wetch

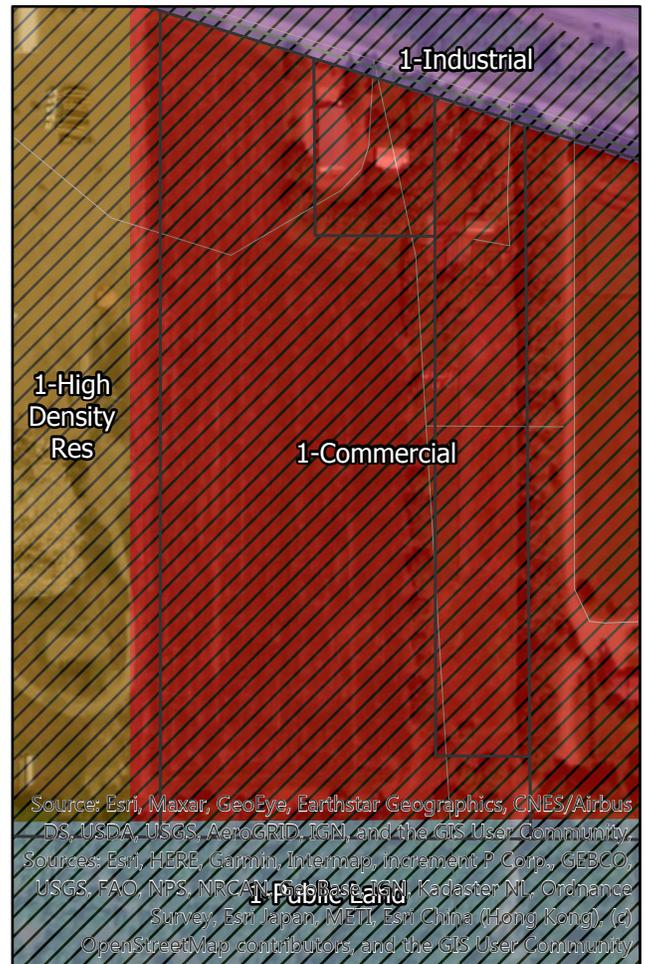
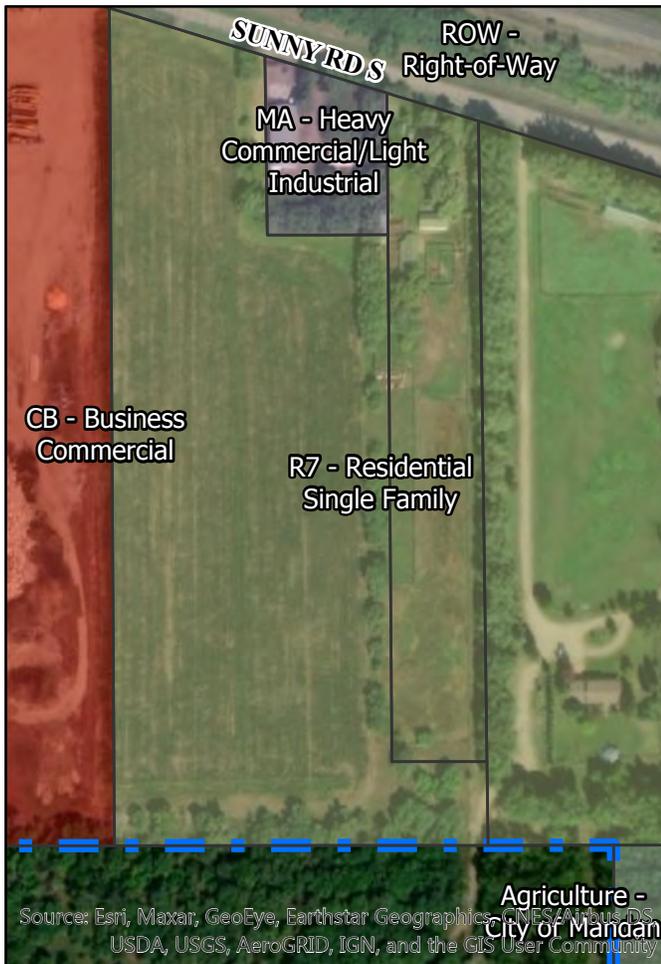


Lot Number Lot A of Lots 3 & 4 of Auditor's Lot E () of SW1/4 Section 29 Township 139 North

Range 81 West, described as follows: Commencing at the southeast corner of the SW1/4 of Section 29, T139N-R81W, said point also being the southeast corner of Lot 4 of Auditor's Lot "E" of said SW1/4; thence South 89° 48' 28" West along the south boundary line of said Lot 4 for 187.42 feet to the Point of Beginning; thence continuing South 89° 48' 28" West along said south boundary line, and along the south boundary line of Lot 3 of said Auditor's Lot "E" for 558.69 feet to the southeast corner of said Lot 3; thence North 00° 06' 23" East along the west boundary line of said Lot 3 for 1227.71 feet to the northwest corner of said Lot 3; thence South 72° 43' 39" East along the north boundary line of said Lot 3 for 244.79 feet to the northwest corner of Aman Subdivision of Morton County, North Dakota; thence South 00° 05' 55" West along the west boundary line of said Aman Subdivision for 267.84 feet to the southwest corner of said Aman Subdivision; thence South 89° 54' 18" East along the south boundary line of said Aman Subdivision for 180.57 feet to the southeast corner of said Aman Subdivision; thence South 00° 06' 23" West for 760.42 feet; thence North 89° 50' 19" East for 144.19 feet; thence South 00° 06' 23" West for 125.00 feet to the Point of Beginning. Said tract of land containing 10.48 Acres, more or less.

Lot A of Lots 3 & 4 of Auditor Lot E Present Zoning and Future Land Use

EXHIBIT 2



Present Zoning = R7 Residential

Future Land Use = Commercial

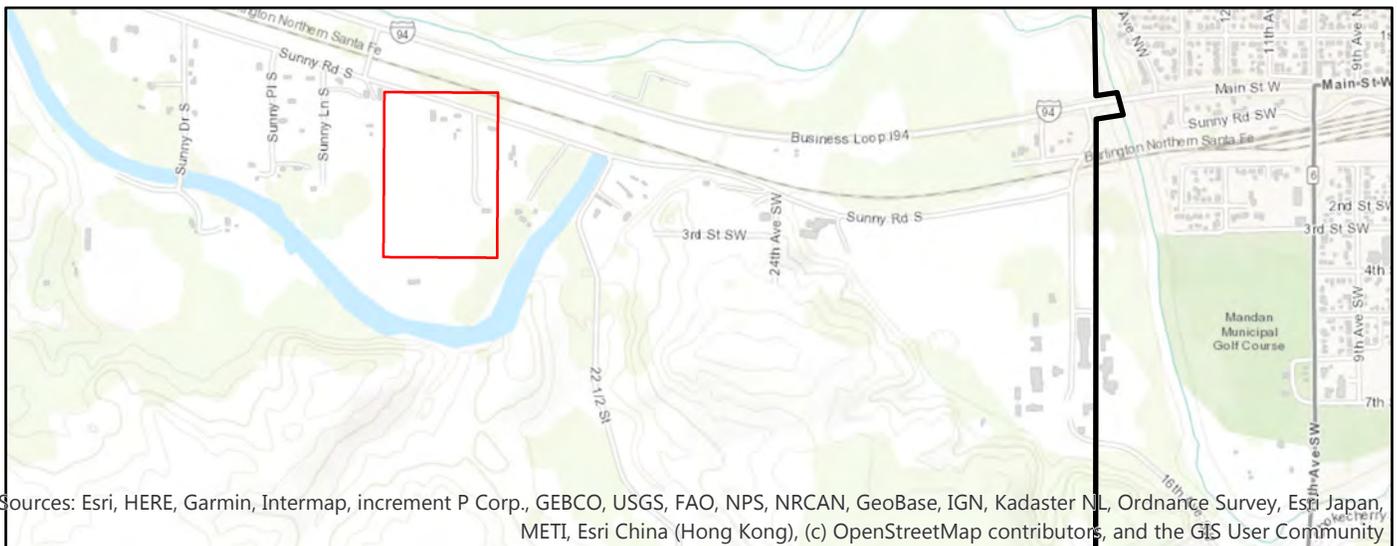


EXHIBIT 3

ORDINANCE NO. 1351

AN ORDINANCE TO AMEND AND REENACT SECTION 105-2-2 OF THE MANDAN CODE OF ORDINANCES RELATING TO DISTRICT BOUNDARIES AND ZONING MAP OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA.

WHEREAS, The Mandan Land Use and Transportation Plan designates the subject property as Commercial; and

WHEREAS, Adjacent property to the west is zoned CB-Commercial through Ordinance 1089 and similar zoning would be appropriate; and

WHEREAS, Adjacent property to the northeast is zoned MA Industrial through Ordinance 727 for the purpose of commercial auto body repair; and

BE IT ORDAINED By the Board of City Commissioners of the City of Mandan, Morton County, North Dakota, as follows:

SECTION 1. ZONING AMENDMENT. Section 105-2-2 of the Mandan Code of Ordinances is amended to read as follows:

LOT A OF LOTS 3 & 4 OF AUDITOR'S LOT E OF THE SW1/4 OF SECTION 29, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MORTON COUNTY, NORTH DAKOTA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW1/4 OF SECTION 29, T139-R81W, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 4 OF AUDITOR'S LOT "E" OF SAID SW1/4; TEHNCE SOUTH 89 DEGREES 48 MINUTES 28 SECONDS WEST ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 4 FOR 187.42 FEET TO THE POINT OF BEGINNING; TEHNCE CONTINUING SOUTH 89 DEGREES 48 MINUTES 28 SECONDS WEST ALONG SAID SOUTH BOUNDARY LINE, AND ALONG THE SOUTH BOUNDARY LINE OF LOT 3 OF SAID AUDITOR'S LOT "E" FOR 558.69 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 00 DEGREES 06 MINUTES 23 SECONDS EAST ALONG THE NORTH BOUNDARY LINE OF SAID LOT 3 FOR 1227.71 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 72 DEGREES 43 MINUTES 39 SECONDS EAST ALONG THE NORTH BOUNDARY LINE OF SAID LOT 3 FOR 244.79 FEET TO THE NORTHWEST CORNER OF AMAN SUBDIVISION OF MORTON COUNTY, NORTH DAKOTA; TEHNCE SOUTH 00 DEGREES 05 MINUTES 55 SECONDS WEST ALONG THE WEST BOUNDARY LINE OF SAID AMAN SUBDIVISION FOR 267.84 FEET TO THE SOUTHWEST CORNER OF SAID AMAN SUBDIVISION; THENCE SOUTH 89 DEGREES 54 MINUTES 18 SECONDS EAST ALONG THE SOUTH BOUNDARY LINE OF SAID AMAN SUBDIVISION FOR 180.57 FEET TO THE SOUTHEAST CORNER OF SAID AMAN SUBDIVISION; THENCE SOUTH 00 DEGREES 06 MINUTES 23 SECONDS WEST FOR 760.42 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 19

SECONDS EAST FOR 144.19 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 23 SECONDS WEST FOR 125.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 10.48 ACRES, MORE OR LESS.

Said tract shall be removed from the R7 Residential District and be included in the CB – Commercial District.

SECTION 2. RE-ENACTMENT. Section 105-2-2 of the Mandan Code of Ordinances is hereby re-enacted as amended. The city principal planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

Tim Helbling, President
Board of City Commissioners

Attest:

Jim Neubauer
City Administrator

Planning and Zoning Commission:
First Consideration:
Second Consideration and Final Passage:
Recording Date:

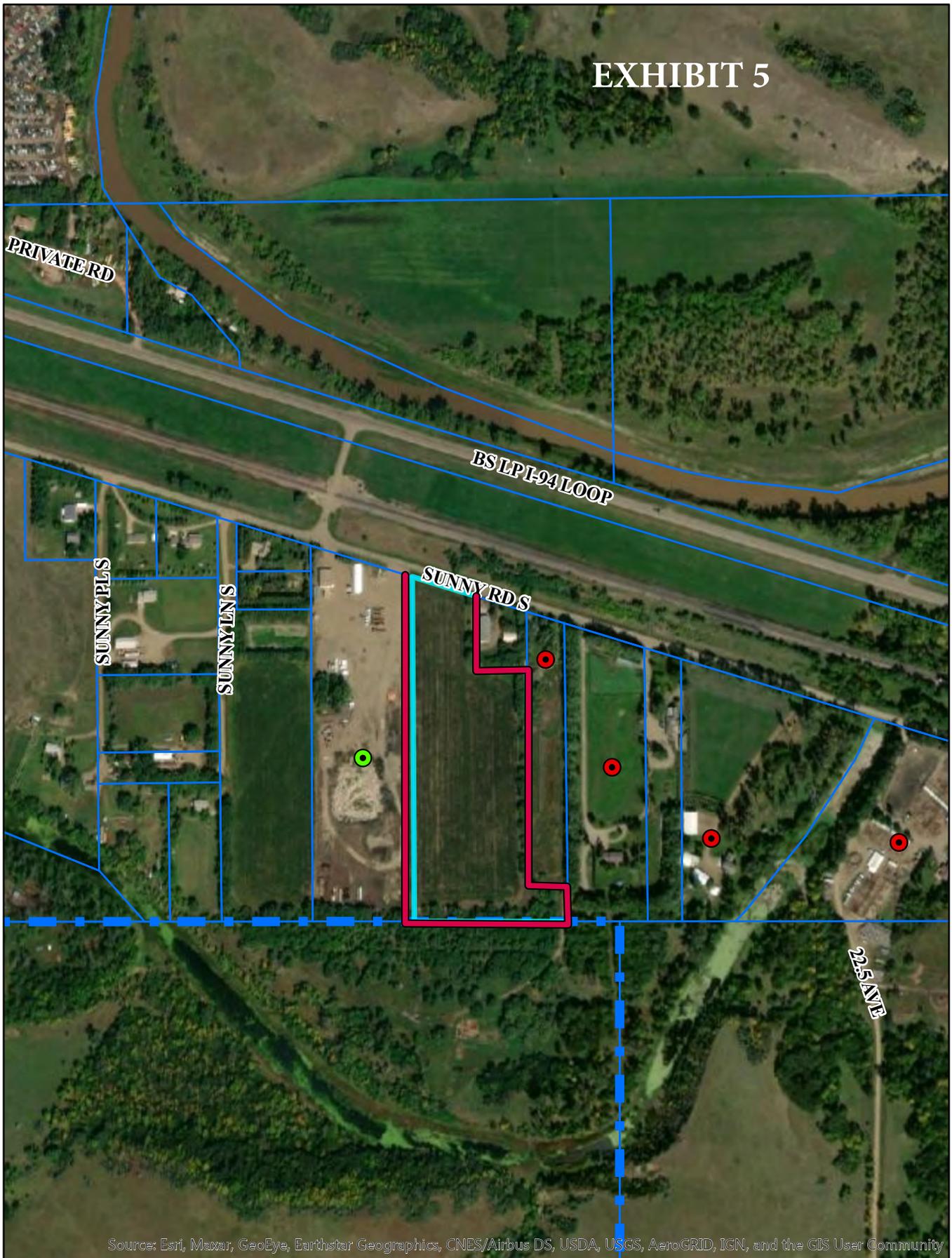
August 24, 2020
September 15, 2020
October 6, 2020

EXHIBIT 4

FINDINGS

- The Mandan Land Use and Transportation Plan designates the subject property as Commercial
- Adjacent property to the west is zoned CB-Commercial through Ordinance 1089 and similar zoning would be appropriate
- Adjacent property to the northeast is zoned MA Industrial through Ordinance 727 for the purpose of commercial auto body repair
- The subject property maintains direct public road access

EXHIBIT 5



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

● Opposed

● In favor

EXHIBIT 6

Mandan Planning and Zoning Commission

In regards to the request of Terry Wetch for a zoning change to Commercial for his land along Sunny Rd South just west of Mandan:

Enlarging a commercial zoning area in the midst of an agricultural and residential area seems very inappropriate.

The requested change lies smack in the middle of probably 15-20 residences and agricultural land areas. These property values would be greatly undermined by the proposed increase in commercial activity.

More immediately, the quality of our lives here would quickly deteriorate.

We and those in our neighborhood are accustomed to school buses, people walking to their mailboxes, families on horseback and bicycles, people walking dogs and pushing strollers, and the sounds of young people playing basketball in the evenings. Our dogs wonder over to play with neighbor's dogs, pheasant, turkey and doves call from the edges of yards, deer wander by and then stop to browse and flocks of Canadian geese fly in and out of the corn field to eat and bed down. My backyard bird feeder list includes at least 18 varieties of songbirds. And we are still able to capture a fairly good night sky despite our proximity to the lights of town.

The existing commercial property even as it is changes things-night lights that seem as bright as those at a ball diamond, clanking trunks unloading at odd hours, mounds of rock or rubble, dust, and big quantities of assorted equipment, trucks and portable metal buildings moving in and out and in storage there. It is very concerning that this commercial impact would grow even larger in an area surrounded by residences.

Please consider at length the precedent this would set for the multiple property owners here, many of us long-time residents. You would be satisfying the request of one individual at a big financial and life-style cost to a great number of families.

August 21, 2020

*10600 and Jim Clement 2248 Sunny Rd S
 220-4802 220-0315 Mandan, ND*

*Jesse & Melissa Karabensh 2238 Sunny Rd, S
 Mandan, ND*



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 10, 2020
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Department
PRESENTER: Ellen Huber, Business Development & Communications Department
SUBJECT: Request for Flex PACE letter of support by SpaSalon, LLC

STATEMENT/PURPOSE: Consider providing a letter of support to the N.D. Opportunity Fund (NDOF) loan committee for a loan to help finance leasehold improvements and startup costs for SpaSalon, LLC.

BACKGROUND/ALTERNATIVES: Mandan is part of a consortium of 38 North Dakota municipalities that received funding from the U.S. Treasury Department for a loan participation program marketed as the N.D. Opportunity Fund (NDOF). The NDOF loan committee will consider applications for repayable loans for the required community share of an interest buydown. The interest buydowns are made available through the Bank of North Dakota (BND) PACE and Flex PACE programs. The loan committee needs documentation of community support for use of an interest buydown to assist the particular business or project. A letter from a City Commission confirms that a business project provides community benefit and has the support of the governing entity.

Teresa and Shane Felch currently own Escape on Third Salon in Bismarck. They are Mandan natives and along with Taya Felch are seeking to expand with a second location in Mandan. They plan to lease a 2,600 sf space at 1710 E Main Street. This is the former United Printing building, now also home to A Child's Garden. About half of the space will be for salon services and half for spa services such as those performed by an esthetician such as brows, lashes, injections, spray tan, saunas and facials. They expect to have about 12 employees and room rentals for six self-employed individuals.

The business owners are seeking to reduce the interest rate on a \$235,000 loan toward that will help cover the cost for buildout, equipment, inventory, and a small amount of working capital.

Board of City Commissioners

Agenda Documentation

Meeting Date: September 15, 2020

Subject: Consider providing a Flex PACE letter of Support for SpaSalon LLC

Page 2 of 5

Based on a BND buydown schedule, the required 35 percent community match is \$9,657.52. The business owners plan to seek this amount as a repayable loan from the NDOF.

ATTACHMENTS: 1) SpaSalon LLC Flex PACE request 2) Conditional lender letter of approval 3) Buydown schedule 4) Proposed letter of support.

FISCAL IMPACT: n/a

STAFF IMPACT: Minimal

LEGAL REVIEW: Attorney Oster has reviewed all information.

RECOMMENDATION: I recommend the City Commission provide a letter of support for an interest buydown to SpaSalon LLC to accommodate a business start-up in Mandan.

SUGGESTED MOTION: I move to approve providing a letter of support for an interest buydown to SpaSalon LLC to accommodate a business start-up in Mandan.

Board of City Commissioners

Agenda Documentation

Meeting Date: September 15, 2020

Subject: Consider providing a Flex PACE letter of Support for SpaSalon LLC

Page 3 of 5

September 9, 2020

RE: SpaSalon LLC

Mandan City Commission,

SpaSalon LLC is intending on leasing 2600 sq ft located at 1710 E Main Ave in Mandan. SpaSalon is applying for a loan from the ND Opportunity Fund loan program for the local match of a Flex Pace buydown loan.

This project will be for the financing of a 2600 sq ft salon and spa located at 1710 E Main Ave. Project costs of approximately \$235,000 will include the buildout, equipment, inventory, and a small amount of working capital. Approximately, half the space will be for salon services. This will include several booth rental spots and a commissioned stylists area. This will be a full service salon with a large array of services. The other half will be for spa services. This will include esthetician services, brows, lashes, injections, spray tan, saunas and facials. SpaSalon will be a combination of room renters (self-employed) and employees. This business will add roughly 12 employees and rooms for 6 self-employed individuals. Expanding into this space will allow for more space to better accommodate customers. It will also provide job creation for the community. The Felchs' are Mandan natives, and they wanted to expand with a second location back into the Mandan community.

SpaSalon will be owned 35% by Teresa Felch, 35% by Shane Felch, and 30% by Taya Felch. Teresa and Shane are currently the owners of Escape on Third Salon in Bismarck. Shane is a plumber with Advanced Mechanical. Teresa is the management of the salon. She purchased the salon in 2014. She has been a stylist for 20+ years. Prior to purchasing the salon, she was an instructor and part-owner of JZ Trends Hair Academy. Taya is an esthetician. Management experience would be considered above average. Both Teresa and Taya will handle the business operations.

Sincerely,



Teresa Felch

SpaSalon LLC



September 9, 2020

SpaSalon LLC
1710 E Main Ave
Mandan, ND 58554

Teresa, Shane, and Taya:

Thank you for considering BlackRidgeBANK for your financing needs. I am pleased to present to you the following financing commitment.

BORROWER: SpaSalon LLC

PURPOSE: Finance the start-up of the SpaSalon LLC to be located at 1710 E Main Ave in Mandan

AMOUNT: \$235,000

INTEREST RATE: 5.75%

LOAN TERM: 7 years

The terms of this commitment supersede all prior written or oral communication between Bank and Borrower with respect to the terms of this commitment and the potential loan to be made pursuant to this commitment. No modification of or waiver of any provisions of this commitment shall be effective unless set forth in writing and signed by both parties.

Again, thank you for the opportunity to present you with this commitment. After you have had an opportunity to review the commitment; please feel free to call me at 751-4702 with any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kayla Kraus", is written over a light blue circular stamp.

Kayla Kraus
VP- Business Banking Loan Officer
BlackRidgeBANK

Board of City Commissioners
 Agenda Documentation
 Meeting Date: September 15, 2020
 Subject: Consider providing a Flex PACE letter of Support for SpaSalon LLC
 Page 5 of 5

Exhibit A: Spa Salon of Mandan

LOAN TYPE: Flex PACE
 LOAN NUMBER:
 LEAD BANK:

*NOTE: The borrower and originating lender should be aware that the fund will provide a set stream of subsidy payments (interest buydown) based upon the payment schedule below. The amount of the borrower's payment, the amortization and all other terms of the loan shall be governed by the promissory note.
 The balances shown here, other than the specific buydown amounts, are intended for illustrative purposes only.*

Buydown Account Details

INTEREST BUYDOWN AMOUNT: \$27,869.51
 BND BUYDOWN AMOUNT: \$18,115.19
 COMMUNITY BUYDOWN AMOUNT: \$9,754.32
 PRESENT VALUE BND: \$17,935.43
 PRESENT VALUE COMMUNITY: \$9,657.52
 CREATED DATE: 9/8/2020

Loan without buydown

PRINCIPAL: \$235,000.00
 YIELD RATE: 5.75
 AMORTIZATION (MONTHS): 84
 PAYMENT: \$3,414.13

Loan with buydown

PRINCIPAL: \$235,000.00
 BORROWING RATE: 1.00
 AMORTIZATION (MONTHS): 84

Period	Payment	Principal	Interest	Balance	Period	Payment	Principal	Interest	Balance	Period	Interest Buydown	BND (65.00%)	Community (35.00%)
1	\$3,414.13	\$2,288.09	\$1,126.04	\$232,711.91	1	\$2,483.92	\$2,288.09	\$195.83	\$232,711.91	1	\$930.21	\$604.64	\$325.57
2	\$3,414.13	\$2,261.88	\$1,152.25	\$230,450.03	2	\$2,462.27	\$2,261.88	\$200.39	\$230,450.03	2	\$951.86	\$618.71	\$333.15
3	\$3,414.13	\$2,309.89	\$1,104.24	\$228,140.14	3	\$2,501.93	\$2,309.89	\$192.04	\$228,140.14	3	\$912.20	\$592.93	\$319.27
4	\$3,414.13	\$2,284.52	\$1,129.61	\$225,855.62	4	\$2,480.97	\$2,284.52	\$196.45	\$225,855.62	4	\$933.16	\$606.55	\$326.61
5	\$3,414.13	\$2,295.83	\$1,118.30	\$223,559.79	5	\$2,490.32	\$2,295.83	\$194.49	\$223,559.79	5	\$923.81	\$600.48	\$323.33
6	\$3,414.13	\$2,414.32	\$999.81	\$221,145.47	6	\$2,588.20	\$2,414.32	\$173.88	\$221,145.47	6	\$825.93	\$536.85	\$289.08
7	\$3,414.13	\$2,319.15	\$1,094.98	\$218,826.32	7	\$2,509.58	\$2,319.15	\$190.43	\$218,826.32	7	\$904.55	\$587.96	\$316.59
8	\$3,414.13	\$2,365.59	\$1,048.54	\$216,460.73	8	\$2,547.94	\$2,365.59	\$182.35	\$216,460.73	8	\$866.19	\$563.02	\$303.17
9	\$3,414.13	\$2,342.35	\$1,071.78	\$214,118.38	9	\$2,528.75	\$2,342.35	\$186.40	\$214,118.38	9	\$885.38	\$575.50	\$309.88
10	\$3,414.13	\$2,388.15	\$1,025.98	\$211,730.23	10	\$2,566.58	\$2,388.15	\$178.43	\$211,730.23	10	\$847.55	\$550.91	\$296.64
11	\$3,414.13	\$2,365.77	\$1,048.36	\$209,364.46	11	\$2,548.09	\$2,365.77	\$182.32	\$209,364.46	11	\$866.04	\$562.93	\$303.11
12	\$3,414.13	\$2,377.49	\$1,036.64	\$206,986.97	12	\$2,557.78	\$2,377.49	\$180.29	\$206,986.97	12	\$856.35	\$556.63	\$299.72
13	\$3,414.13	\$2,422.32	\$991.81	\$204,564.65	13	\$2,594.81	\$2,422.32	\$172.49	\$204,564.65	13	\$819.32	\$532.56	\$286.76
14	\$3,414.13	\$2,401.25	\$1,012.88	\$202,163.40	14	\$2,577.40	\$2,401.25	\$176.15	\$202,163.40	14	\$836.73	\$543.87	\$292.86
15	\$3,414.13	\$2,445.43	\$968.70	\$199,717.97	15	\$2,613.90	\$2,445.43	\$168.47	\$199,717.97	15	\$800.23	\$520.15	\$280.08
16	\$3,414.13	\$2,425.25	\$988.88	\$197,292.72	16	\$2,597.23	\$2,425.25	\$171.98	\$197,292.72	16	\$816.90	\$530.98	\$285.92
17	\$3,414.13	\$2,437.26	\$976.87	\$194,855.46	17	\$2,607.15	\$2,437.26	\$169.89	\$194,855.46	17	\$806.98	\$524.54	\$282.44
18	\$3,414.13	\$2,542.69	\$871.44	\$192,312.77	18	\$2,694.24	\$2,542.69	\$151.55	\$192,312.77	18	\$719.89	\$467.93	\$251.96
19	\$3,414.13	\$2,461.91	\$952.22	\$189,850.86	19	\$2,627.51	\$2,461.91	\$165.60	\$189,850.86	19	\$786.62	\$511.30	\$275.32
20	\$3,414.13	\$2,504.43	\$909.70	\$187,346.43	20	\$2,662.64	\$2,504.43	\$158.21	\$187,346.43	20	\$751.49	\$488.47	\$263.02
21	\$3,414.13	\$2,486.50	\$927.63	\$184,859.93	21	\$2,647.83	\$2,486.50	\$161.33	\$184,859.93	21	\$766.30	\$498.10	\$268.20
22	\$3,414.13	\$2,528.34	\$885.79	\$182,331.59	22	\$2,682.39	\$2,528.34	\$154.05	\$182,331.59	22	\$731.74	\$475.63	\$256.11
23	\$3,414.13	\$2,511.34	\$902.79	\$179,820.25	23	\$2,668.35	\$2,511.34	\$157.01	\$179,820.25	23	\$745.78	\$484.76	\$261.02
24	\$3,414.13	\$2,523.77	\$890.36	\$177,296.48	24	\$2,678.62	\$2,523.77	\$154.85	\$177,296.48	24	\$735.51	\$478.08	\$257.43
25	\$3,414.13	\$2,564.58	\$849.55	\$174,731.90	25	\$2,712.33	\$2,564.58	\$147.75	\$174,731.90	25	\$701.80	\$456.17	\$245.63
26	\$3,414.13	\$2,548.96	\$865.17	\$172,182.94	26	\$2,699.42	\$2,548.96	\$150.46	\$172,182.94	26	\$714.71	\$464.56	\$250.15
27	\$3,414.13	\$2,589.09	\$825.04	\$169,593.85	27	\$2,732.58	\$2,589.09	\$143.49	\$169,593.85	27	\$681.55	\$443.01	\$238.54
28	\$3,414.13	\$2,574.40	\$839.73	\$167,019.45	28	\$2,720.44	\$2,574.40	\$146.04	\$167,019.45	28	\$693.69	\$450.90	\$242.79
29	\$3,414.13	\$2,587.15	\$826.98	\$164,432.30	29	\$2,730.97	\$2,587.15	\$143.82	\$164,432.30	29	\$683.16	\$444.05	\$239.11
30	\$3,414.13	\$2,678.75	\$735.38	\$161,753.55	30	\$2,806.64	\$2,678.75	\$127.89	\$161,753.55	30	\$607.49	\$394.87	\$212.62
31	\$3,414.13	\$2,613.23	\$800.90	\$159,140.32	31	\$2,752.52	\$2,613.23	\$139.29	\$159,140.32	31	\$661.61	\$430.05	\$231.56
32	\$3,414.13	\$2,651.58	\$762.55	\$156,488.74	32	\$2,784.20	\$2,651.58	\$132.62	\$156,488.74	32	\$629.93	\$409.45	\$220.48
33	\$3,414.13	\$2,639.29	\$774.84	\$153,849.45	33	\$2,774.04	\$2,639.29	\$134.75	\$153,849.45	33	\$640.09	\$416.06	\$224.03
34	\$3,414.13	\$2,676.93	\$737.20	\$151,172.52	34	\$2,805.14	\$2,676.93	\$128.21	\$151,172.52	34	\$608.99	\$395.84	\$213.15
35	\$3,414.13	\$2,665.62	\$748.51	\$148,506.90	35	\$2,795.80	\$2,665.62	\$130.18	\$148,506.90	35	\$618.33	\$401.91	\$216.42
36	\$3,414.13	\$2,678.81	\$735.32	\$145,828.09	36	\$2,806.69	\$2,678.81	\$127.88	\$145,828.09	36	\$607.44	\$394.84	\$212.60
	\$122,908.68	\$89,171.91	\$33,736.77			\$95,039.17	\$89,171.91	\$5,867.26			\$27,869.51	\$18,115.19	\$9,754.32



September 15, 2020

Dear NDOF Loan Committee,

Please accept this letter as evidence of support by the Mandan City Commission for a NDOF loan to SpaSalon LLC for the community share of an interest buydown through the Bank of North Dakota Flex PACE program.

As one of 38 NDOF participating municipalities, the City of Mandan appreciates the role of the revolving loan fund in filling gaps and leveraging private financing to help new and expanding businesses attain needed loans. The City of Mandan's Growth Fund has a low balance of uncommitted funds. We are reserving these scarce funds for economic and community development programs and projects that warrant a forgivable or no-interest loan. Thus we ask that you favorably consider the application by SpaSalon, LLC.

Partners Teresa, Shane and Taya Felch are planning to locate SpaSalon in a leased space at 1710 E Main Street in Mandan. This building had been vacant for approximately three years. It was purchased and rehabbed by the new owner in 2019-2020 and they are now working to secure tenants. SpaSalon will be an expansion and second location by the owners who also operate Escape on Third salon in Bismarck. Spa services are in relatively short supply in Mandan and the project will create approximately 12 new jobs plus provide space for six self-employed individuals through room rentals.

The business owners are seeking to reduce the interest rate on a \$235,000 loan toward that will help cover the cost for buildout, equipment, inventory, and a small amount of working capital. Based on a BND buydown schedule, the required 35% community match is \$9,657.52. The business owners plan to seek this amount as a repayable loan from the NDOF.

The Mandan City Commission supports the use of the NDOF to reduce borrowing costs on the loan because it assists with a business expansion in the form of a second location in the metro area that brings vibrancy to a mostly vacant building, provides additional services to the community and creates jobs. We appreciate your consideration of this request.

Sincerely,

City of Mandan

Tim Helbling
Mayor
Mandan City Commission



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 8, 2020
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Payment of Bills related to MMPL & Downtown Parks Project

STATEMENT/PURPOSE: To consider approval of the payment of bills related to the Morton Mandan Public Library (MMPL) & Downtown Parks Project.

BACKGROUND/ALTERNATIVES: Normal course of business would be for invoices to be submitted to the City of Mandan and in turn, those invoices presented with the schedule of bills to be approved by the City Commission the 2nd meeting of the month. Pursuant to the resolution passed by the City Commission and the MMPL Board of Trustees both boards need to approve the bills related to the library expansion and the City Commission approves the bills strictly related to the Downtown Parks project. Subsequent to those approvals, the invoices will be sent to the North Dakota Community Foundation for payment to the vendors.

ATTACHMENTS: Bartlett & West Invoice

FISCAL IMPACT: Amounts will be paid from the donation from Energy Transfer.

STAFF IMPACT: n/a

LEGAL REVIEW: n/a

RECOMMENDATION: I recommend the City Commission and MMPL Board of Trustees approve payment of the invoice as submitted, conditioned upon the MMPL Board of Trustees.

SUGGESTED MOTION: I recommend the City Commission and MMPL Board of Trustees approve payment of the invoices as submitted, conditioned upon the MMPL Board of Trustees



Invoice
 Remittance Address
 For Payments Only:
 P.O. Box 653
 Wichita, KS 67201-0653

3456 East Century Avenue
 Bismarck, ND 58503-0737
 701.258.1110 FAX 701.258.1111
 F.E.I.N. 48-0770612

Jim Neubauer
 City of Mandan
 Mandan, ND 58554

August 28, 2020
 Project No: 020133.000
 Invoice No: 00730077100

Project Manager: Joseph Larivee
 Client Contract No:
 PO No:

Project 020133.000 Mandan Morton Public Library
Professional Services from July 25, 2020 to August 21, 2020
 Fee Basis

Total Construction Cost = \$5,247,445
 \$5,247,445 x 9% = \$472,270.05

Billing Phase	Fee	Percent Complete	Earned
Schematic Design	94,454.01	100.00	94,454.01
Design Development	70,840.51	100.00	70,840.51
Construction Documents	188,908.02	100.00	188,908.02
Bidding	23,813.50	100.00	23,813.50
Construction Administration	94,454.01	5.00	4,722.70
Total Fee	472,270.05		382,538.74
		Previous Fee Billing	377,816.04
		Current Fee Billing	4,722.70
		Total Fee	4,722.70
		Total this Phase	\$4,722.70
Add'l Services Billing Phase	Fee	Complete	Earned
Additional Services Phase I	51,750.00	100.00	51,750.00
Total Fee	51,750.00		51,750.00
		Previous Fee Billing	51,750.00
		Current Fee Billing	0.00
		Total Add'l Services Fee	\$0.00
		Total this Invoice	\$4,722.70

email invoice to: Jim Neubauer <jneubauer@cityofmandan.com>

We appreciate your business. Please include invoice no. on check.



Consent No. 4

Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: August 10, 2020
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: Final Plat for Lakewood Ninth Addition Replat of Lot 1 Block 4

STATEMENT/PURPOSE: Consider approval of a final plat for Lakewood Ninth Addition Replat of Lot 1 Block 4.

BACKGROUND/ALTERNATIVES:

Art Goldhammer, on behalf of the VE Land Company, seeks approval for a final plat for the replat of Lot 1, Block 4, Lakewood 9th Add (See Exhibit 1).

The property is currently a storm water retention pond that was overbuilt as the surrounding developments utilized the dirt from this lot to fill and elevate out of the floodplain. Due to the storm water pond being developed over capacity, there is potential for the lot to be partially filled and elevated thereby creating four new lots. Three of the lots will have street frontage along 21st St. SE. The lot in the rear will continue to function to facilitate storm water flows and be held in common ownership by the three street-fronting lots proposed.

The preliminary plat was approved in a 3-2 decision subject to conditions for which all have now been addressed.

Staff did not receive comments from the public regarding this application at the time of writing this staff report.

A correction to the block number should be made on the final plat prior to signatures. This is a simple fix and can wait to be made when the mylar is printed.

ATTACHMENTS:

Exhibit 1 – Final Plat for Lakewood Ninth Addition Replat of Lot 1 Block 4

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: Attorney Oster has reviewed the staff report related to the final plat as part of the agenda packet.

RECOMMENDATION: The Planning and Zoning Commission recommended unanimous approval subject to several changes which have been addressed by the applicant.

SUGGESTED MOTION: I move to approve the final plat in Exhibit 1 subject to the block number correction.



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 9, 2020
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: Final Plat for Foundation Addition

STATEMENT/PURPOSE: Consider approval of the final plat for Foundation Addition.

BACKGROUND/ALTERNATIVES:

The applicant seeks to combine four (4) lots into one (1) and rezone the property for the purposes of commercial automotive sales (See Exhibits 1 and 2 showing the preliminary and final plats being considered for approval).

The property is located on the east side of 8th Ave. NW and north of I-94. The development abuts 8th Ave. NW, a collector road, and Old Red Trail NW, an arterial road. The future land use for the property is commercial and the CB Commercial zoning sought conforms to the land use plan for the area.

The lot is too large to be accommodated by a minor plat and therefore requires a preliminary and final plat. Being a lot consolidation for commercial development, staff does not have concerns with the request. The application meets the lot size standards for the zoning district that is being requested and the design standards set forth in Chapter 109 Subdivisions of the Mandan Code of Ordinances.

Adjacent property zoning is MC Industrial and CC Commercial.

Planning and Zoning Commission unanimously recommended approval of the final plat as presented in Exhibit 2.

ATTACHMENTS:

Exhibit 1 – Foundation Addition Preliminary Plat
Exhibit 2 – Final Plat

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: The staff report and exhibits have been provided to Attorney Oster as part of the agenda packet.

RECOMMENDATION: Planning and Zoning Commission unanimously recommended approval of preliminary plat as presented in Exhibit 2.

SUGGESTED MOTION: I move to approve the final plat as presented in Exhibit 2.

FINAL PLAT FOUNDATION ADDITION TO THE CITY OF MANDAN

EXHIBIT 2

A REPLAT OF PIONEER INDUSTRIAL PARK 1ST ADDITION BLOCK 2 LOTS 24 THROUGH 27 IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA

TO BE HEREAFTER KNOWN AS:

LOTS 1, BLOCK 1, FOUNDATION ADDITION TO THE CITY OF MANDAN, LYING IN SECTION 22, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MORTON COUNTY, NORTH DAKOTA

LEGEND

- FOUND MONUMENT
- SET MONUMENT
- PLAT BOUNDARY
- - - EXISTING LOT LINE

GRAPHIC SCALE IN FEET
NORSIC DATUM NAD83
VERT. DATUM NAVD83

BASE OF BEARINGS: BEARINGS SHOWN ARE GRID BEARINGS BASED ON NORTH DAKOTA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83, INTERNATIONAL FEET
DATE OF FIELD SURVEY: 20 MARCH 2020
DATE OF PLAT PREPARATION: 22 JULY 2020

OWNER:
BISMARCK ND SU RE LLC
211 HIGHLAND CROSS DRIVE SUITE 240
HOUSTON, TX 77073

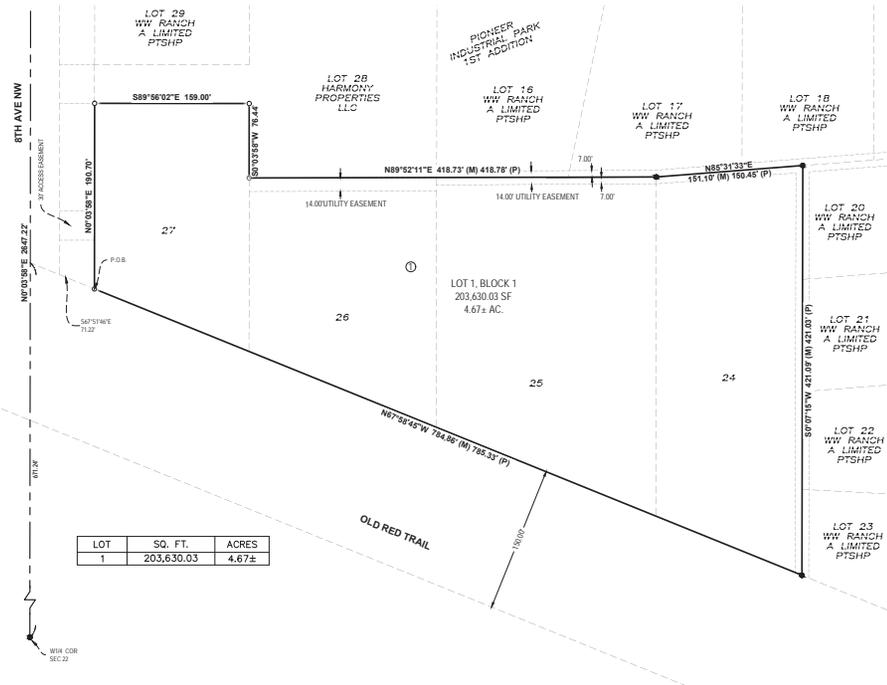
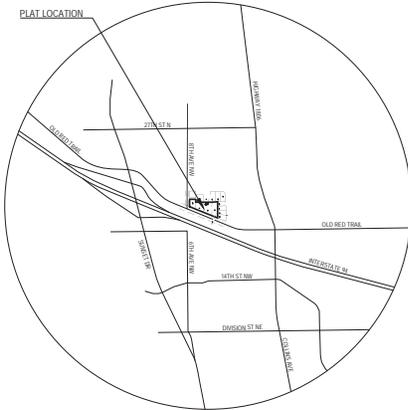
SURVEYOR:
KEVIN G. NELSON, PE, PLS
MOUNTAIN PLAINS, LLC
1300 TACOMA AVE., SUITE A
BISMARCK, ND, 58504

PLAT INFORMATION
EXISTING ZONING: LOTS 24, 26, 27: MC - HEAVY COMMERCIAL/LIGHT INDUSTRIAL RESTRICTED
LOT 25: RM - RESIDENTIAL MULTI-FAMILY DWELLINGS
PROPOSED ZONING: CB - COMMERCIAL

TOTAL ACREAGE: 4.67±
AREA OF MINIMUM FLOOD HAZARD: ZONE X PER FEMA MAP NUMBER 38059C0485E, EFFECTIVE ON 10/16/2015

BASES OF BEARING: NO STATE PLANE SOUTH ZONE NAD83 (3303), ADJUSTMENT 1984, UNIT OF MEASUREMENT IS INTERNATIONAL FEET.

1 MILE RADIUS LOCATION MAP
1" = 1500'



LOT	SQ. FT.	ACRES
1	203,630.03	4.67±

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PIONEER INDUSTRIAL PARK 1ST ADDITION BLOCK 2 LOTS 24 THROUGH 27 IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST PROPERTY CORNER OF SAID LOT 27; THENCE N00°03'59"E ALONG THE WEST LINE OF SAID LOT 27 A DISTANCE OF 190.78 FEET TO THE NORTHWEST PROPERTY CORNER OF SAID LOT 27; THENCE S89°56'02"E ALONG THE NORTH LINE OF SAID LOT 27 A DISTANCE OF 159.00 FEET TO THE NORTHEAST PROPERTY CORNER OF SAID LOT 27; THENCE S00°03'59"W ALONG THE EAST LINE OF SAID LOT 27 A DISTANCE OF 76.44 FEET TO THE NORTHWEST PROPERTY CORNER OF LOT 26; THENCE N89°52'11"E ALONG THE NORTH LINE OF LOT 26 AND A DISTANCE OF 418.73 FEET TO THE NORTHEAST PROPERTY CORNER OF SAID LOT 25; THENCE N85°31'33"E ALONG THE NORTH LINE OF LOT 24 A DISTANCE OF 151.10 FEET TO THE NORTHWEST PROPERTY CORNER OF SAID LOT 24; THENCE S00°07'15"W ALONG THE EAST LINE OF SAID LOT 24 A DISTANCE OF 421.09 FEET TO THE SOUTHEAST PROPERTY CORNER OF SAID LOT 24; THENCE N67°58'45"W ALONG THE SOUTH LINE OF SAID LOTS 24 - 27 A DISTANCE OF 784.86 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 4.67 ACRES MORE OR LESS.

OWNER'S CERTIFICATE AND DEDICATION

WE, THE UNDERSIGNED, BEING SOLE OWNERS OF THE LAND PLATTED HEREIN, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT AND DO DEDICATE ALL THE RIGHTS OF WAY SHOWN ON THIS PLAT FOR PUBLIC USE, AD CONSENT TO ANY ACCESS CONTROL TO THE PROPERTY AS SHOWN.

WE ALSO DEDICATE ALL EASEMENTS AS SHOWN ON THIS PLAT AS "ACCESS," "UTILITY," AND/OR "STORMWATER" TO RUN WITH THE LAND FOR PUBLIC AND PRIVATE UTILITIES OR SERVICES ON, ACROSS, OR ABOVE OR UNDER THOSE CERTAIN STRIPS OF LAND.

BISMARCK ND SU RE LLC
KEVIN KUTSCHINSKI - AGENT

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 2020.

_____, NOTARY PUBLIC
_____, COUNTY _____
MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

I, KEVIN G. NELSON, A REGISTERED LAND SURVEYOR, NORTH DAKOTA PLS NO. LS-3638, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE BY ME OR UNDER MY DIRECTION, AND THE INFORMATION SHOWN ON THIS MAP IS TRUE AND CORRECT, TO THE BEST OF MY ABILITY.

KEVIN G. NELSON
LS-3638



SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 2020.
_____, NOTARY PUBLIC
_____, COUNTY _____
MY COMMISSION EXPIRES: _____

APPROVAL OF CITY PLANNING COMMISSION

THE SUBDIVISION OF LAND SHOWN HEREON HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MANDAN, NORTH DAKOTA THIS ____ DAY OF _____, 2020 IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, AND THE ORDINANCES OF THE CITY OF MANDAN.

BILL ROBINSON - CHAIRMAN
NANCY MOSER - SECRETARY

APPROVAL OF THE BOARD OF CITY COUNCIL

THE CITY COUNCIL OF THE CITY OF MANDAN, NORTH DAKOTA HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THIS PLAT, HAS ACCEPTED THE DEDICATION OF ALL RIGHTS OF WAY AND PUBLIC EASEMENTS SHOWN THEREON, AND DOES HEREBY VACATE ANY PREVIOUS PLATTING WITHIN THE BOUNDARY OF THIS PLAT.

THE FOREGOING ACTION OF THE CITY COUNCIL OF THE CITY OF MANDAN, NORTH DAKOTA WAS APPROVED THE ____ DAY OF _____, 2020.

TIM HELBLING - MAYOR
JIM NEUBAUER - CITY ADMINISTRATOR

APPROVAL OF CITY ENGINEER

I, JUSTIN FROSTHEE, PE, CITY ENGINEER OF THE CITY OF MANDAN, NORTH DAKOTA, HEREBY APPROVE THIS PLAT THIS ____ DAY OF _____, 2020.

JUSTIN FROSTHEE, PE - CITY ENGINEER





Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 10, 2020
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: Minor Plat for Dire Addition

STATEMENT/PURPOSE: Consider approval of minor plat for Dire Addition.

BACKGROUND/ALTERNATIVES:

Four property owners wish to replat their property to include the vacated right-of-way adjacent to their property for the purposes of cleaning the legal descriptions and expanding their ability to place structures up to the setback of the new property line.

No new lots will be created through this minor plat.

Staff is recommending approval of this minor plat as presented in Exhibit 1.

ATTACHMENTS:

Exhibit 1 – Minor Plat for Dire Addition

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: The plat and staff report have been provided to Attorney Oster as part of the agenda packet.

RECOMMENDATION: Staff recommends approval of the minor plat for Dire Addition as presented in Exhibit 1.

SUGGESTED MOTION: I move to approve the minor plat for Dire Addition as presented in Exhibit 1.

DIRE ADDITION

TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA
 THE SOUTH 30 FEET OF LOT 2, ALL OF LOTS 3-5 AND THE E1/2 OF LOT 6, BLOCK 31, AND A PORTION OF THE
 VACATED 5TH AVENUE NE OF MANDAN PROPER OF THE SE1/4 OF SECTION 27, T139N-R81W OF THE CITY OF
 MANDAN, MORTON COUNTY, NORTH DAKOTA

EXHIBIT 1



OWNER'S CERTIFICATE OF DEDICATION

WE, THE UNDERSIGNED, BEING THE SOLE OWNERS OF THE LAND PLATTED HEREON, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT, AND DO DEDICATE ALL THE STREETS, ALLEYS, PARKS, AND PUBLIC GROUNDS AS SHOWN HEREON, INCLUDING ALL SERVICES, COVERTS, BRIDGES, WATERLINES, SIDEWALKS AND OTHER IMPROVEMENTS ON OR UNDER SUCH STREETS, ALLEYS OR OTHER PUBLIC GROUNDS, WHETHER SUCH IMPROVEMENTS ARE SHOWN HEREON OR NOT, TO PUBLIC USE FOREVER. WE ALSO DEDICATE EASEMENTS TO RUN WITH THE LANDS FOR WATER, SEWER, GAS, ELECTRICITY, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OF SERVICES UNDER OR OVER THE SAID CERTAIN STRIPS OF LAND DESIGNATED AS "UTILITY EASEMENTS".

LOT 1

JOSIAH DIRE

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 2020

 NOTARY PUBLIC
 COUNTY _____

MY COMMISSION EXPIRES: _____

LOTS 2 & 3

GARY D. DIRE SHARON C. DIRE

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 2020

 NOTARY PUBLIC
 COUNTY _____

MY COMMISSION EXPIRES: _____

LOT 4

SCOTT BERGER DEREK BERGER

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 2020

 NOTARY PUBLIC
 COUNTY _____

MY COMMISSION EXPIRES: _____



DESCRIPTION OF PROPERTY

A TRACT OF LAND IN LING 131, S00.1130 FEET OF LOT 2, ALL OF LOTS 3-5, THE EAST 1/2 OF LOT 6, BLOCK 31, AND A PORTION OF THE VACATED 5TH AVENUE NE OF MANDAN PROPER OF THE SE1/4 OF SECTION 27, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE 101 PRINCIPAL MERIDIAN, OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNINGS AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 31, MANDAN PROPER OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA; THENCE SOUTH 7° 56' 47" 36" WEST 111.27 FEET TO THE SOUTH BOUNDARY LINE OF SAID LOT 3 FOR 111.27 FEET; THENCE NORTH 10° 48' 33" WEST FOR 80.37 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF SAID LOT 8; THENCE SOUTH 78° 14' 07" WEST ALONG SAID NORTH BOUNDARY LINE FOR 20.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6, SAID POINT BEING ON THE EAST BOUNDARY LINE OF A 20' ALLEY; THENCE NORTH 10° 48' 17" WEST ALONG SAID EAST BOUNDARY LINE FOR 180.77 FEET; THENCE NORTH 17° 58' 34" EAST FOR 181.55 FEET TO A POINT ON THE CENTERLINE OF MANDAN STREET; THENCE SOUTH 10° 48' 17" EAST ALONG SAID CENTERLINE FOR 232.12 FEET TO THE POINT OF BEGINNING SAID TRACT OF LAND CONTAINING 36489.50 ± (0.85 ACRES), MORE OR LESS.

MAPYIELDER'S CERTIFICATE

I, MARK R. ISAACS, NORTH DAKOTA REGISTERED LAND SURVEYOR NO. 5628, HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED BY MY FORCE UNDER MY SUPERVISION THE PROPERTY DESCRIBED HEREON AND I HAVE PREPARED THE ACCOMPANYING PLAT, FURTHER, THAT DISTANCES INDICATED HEREON ARE IN FEET AND HUNDRETHS THEREOF, AND BEARINGS ARE INDICATED IN QUADRANTS AND DEGREES, MINUTES, AND SECONDS THROUGHOUT. I HAVE SAID PLAT DOES TRULY SHOW THE SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MARK R. ISAACS, RLS 5628

APPROVAL OF BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SURVEYOR OF LAND SHOWN HEREON, HAS ACCEPTED THE DEDICATION OF ALL STREETS, ALLEYS, AND PUBLIC WAYS SHOWN HEREON LYING WITHIN THE CORPORATE LIMITS OF THE CITY OF MANDAN, HAS ACCEPTED THE DEDICATION OF ALL PARKS AND PUBLIC GROUNDS SHOWN HEREON. FURTHERMORE, SAID BOARD OF CITY COMMISSIONERS HAS APPROVED THE STREETS, ALLEYS, AND OTHER PUBLIC WAYS AND GROUNDS SHOWN HEREON AS AN AMENDMENT TO THE MASTER STREET PLAN OF THE CITY OF MANDAN, THE FOREGOING ACTION BY THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, HAS TAKEN BY RESOLUTION THIS ____ DAY OF _____, 2020.

TIM NEUBAUER -
 CITY ADMINISTRATOR

TIM NEUBLING - PRESIDENT OF
 THE BOARD OF CITY COMMISSIONERS

I, JUSTIN FROSTEN, CITY ENGINEER FOR THE CITY OF MANDAN, NORTH DAKOTA HEREBY APPROVES "DIRE ADDITION", OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA AS SHOWN ON THE ATTACHED PLAT.

JUSTIN FROSTEN, PE

AUDITOR'S OFFICE, MORTON CO., ND
 DELINQUENT TAXES AND SPECIAL
 ASSESSMENTS OR INSTRUMENTS OF
 OFFICIAL ASSIGNMENT, HARBAND
 TRANSFER ACCEPTED

DAWN R. RHONE, COUNTY AUDITOR
 BY _____ DEPUTY

APPROVED BY COUNTY AUDITOR'S OFFICE
 DAWN R. RHONE, AUDITOR

BY _____ DEPUTY

DATE: _____

TOMAN ENGINEERING COMPANY
 501 1st Street NW, Mandan, ND 58554
 Phone: 701-663-6483 • Fax: 701-663-0993



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 10, 2020
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: 1806 North Cost Participation and Maintenance (CPM) Agreement

STATEMENT/PURPOSE: As part of the deal to receive federal and state funds for projects addressing needs on our arterial and collector roadways, the DOT requires the city to enter into a Cost Participation and Maintenance (CPM) agreement that assures the DOT of certain items that they require in order to received federal funds for the project.

BACKGROUND/ALTERNATIVES: This project is to reconstruct and widen Old Red Trail from Mandan Avenue to Collins, install a round-about for optimal traffic control at the intersection of Old Red Trail and Collins, then widen Hwy. 1806 to the north past 27th Street where turn lanes will be added. It also includes some spot improvements to Mandan Avenue between the Interstate and refinery gates and some minor improvements to the interstate ramps. This is a project that has been in planning and design for some considerable length of time. It was on the DOT's program to construct in 2020 until mid-summer of 2019 when we were informed it would need to be bumped a year due to DOT's funding concerns. KLJ Engineers have submitted the final plans to the DOT for their final review in order to include on the DOT's November bid opening.

This agreement is required by the DOT in order to receive the federal funds. Most notably, it outlines funding responsibility and maintenance responsibility between us.

ATTACHMENTS: 1. 1806 North CPM Agreement

FISCAL IMPACT: The estimate for everything based on the final design is \$9,920K. The local share for this project is estimated to be \$1,407. For this project we have 10% of costs responsibility for everything except for the trunk sanitary sewer for which we have 100% responsibility for. The project is preliminarily budgeted in 2021 with a local share of about \$771K(10% of road) + \$800K(100% of sanitary) for a total of \$1,571K. However, the final estimate does not include a significant length of sanitary sewer trunk line that engineering staff believed would be included. Therefore, we are working

through that to get it put back in scope. That is likely to put this estimate over the amount budgeted in 2021, however, not expected to be by a substantial amount. In discussion with finance, we believe it is best to wait until the project is bid in November before seeking any type of budget amendment that may be necessary. There will be a much higher level of confidence in the cost after the project is bid.

STAFF IMPACT: Continuous coordination with DOT to develop and design project.

LEGAL REVIEW: All of my commission data has been forwarded to the City Attorney for review.

RECOMMENDATION: We recommend approval this CPM agreement.

SUGGESTED MOTION: Move to approve the Cost Participation and Maintenance Agreement with the DOT for the 1806 North Reconstruction project.

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NDDOT Contract No. 38191359

**North Dakota Department of Transportation
COST PARTICIPATION AND MAINTENANCE AGREEMENT**

Federal Award Information – to be provided by NDDOT

CFDA No: 20.205	CFDA Title: Highway Planning & Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Admin
NDDOT Program Mgr: Striefel, Ardin L.	Telephone:

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

Project No.NHU-1-806(052)071
Location: Mandan - I-94 to 27th Street NW
Type of Improvement: Grading, Aggregate Base, PCC Pavement, Milling, Hot Mix Asphalt Pavement, CPR, Storm Sewer, Sanitary Sewer, Sidewalk, Lighting, and Signing
Point of Beginning: Sta 3769+36.00
Point of Ending: Sta 3850+91.22

In consideration of the mutual benefits to be derived therefrom, it is agreed between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of Mandan, North Dakota, hereinafter referred to as the LPA, the project will be constructed in accordance with the current edition of NDDOT's *Standard Specifications for Road and Bridge Construction* and with the plans incorporated into this agreement by reference.

The LPA

- a. Will pay 10 percent of the total actual cost of right of way acquired for the project which are determined eligible for funding participation; and
- b. Will pay 10 percent of the total actual cost of utility relocations required for the project which are determined eligible for funding participation; and
- c. Will pay 10 percent of the total actual construction cost of all items which are determined eligible for funding participation; and
- d. Will pay 10 percent of the total actual preliminary engineering cost of all items which are determined eligible for funding participation; and
- e. Will pay 10 percent of the total actual construction engineering cost of all items which are determined eligible for funding participation; and
- f. Will pay 100 percent of the actual construction, preliminary engineering, construction engineering, utility relocation, right of way, and any other costs incurred of all items as requested by the LPA and determined to be non-participating or ineligible for federal aid.



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PART I

LPA Obligation:

1. The LPA will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined above.
2. It is specifically agreed that if at any time the LPA fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the LPA, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the LPA until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the project is \$9,919,693, with the LPA's estimated share being \$1,406,751.
3. All existing LPA right of way within the project limits will be provided by the LPA with clear title and available for use in the project.

PART II

Post Construction

After the project is completed the LPA agrees to:

1. The LPA will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.
2. The LPA will not change any speed limit signs as shown on the plans without prior approval of NDDOT.
3. The LPA will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.
4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.
5. All right of way for the project will be maintained free of all encroachments except utilities and others in accordance with the current edition of NDDOT's "A Policy for Accommodation of Utilities on State Highway Right-of-Way". All obstructions to, interference with, or hazards to traffic flow will be removed by the LPA at the request of NDDOT. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of the streets, inconveniences to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.

PART III

Maintenance



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The LPA will, at its own expense, maintain or cause to be maintained, all portions of the project unless otherwise noted. The maintenance will be in a manner satisfactory to NDDOT and FHWA. Exact limits of the project are shown on the attached map.

PART IV

General:

1. Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non profit businesses.
4. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
5. NDDOT is not responsible for any Property Taxes or Special Assessments on property which has been acquired as part of the roadway reconstruction project. The LPA is responsible to make arrangements for deferral or payment of such Taxes and/or Special Assessments.



Board of City Commissioners
Agenda Documentation
Meeting Date: September 15, 2020
Subject: 1806 North Cost Participation and Maintenance (CPM) Agreement
Page 6 of 11

DocuSign Envelope ID: A620812C-923D-48BB-ABB3-8F988A3292D6

Executed by the LPA of _____, at _____,
North Dakota, the last date below signed.

APPROVED:

LPA of _____

LPA ATTORNEY (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

*

TITLE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota,
the last date below signed.

APPROVED as to substance by:

NORTH DAKOTA DEPARTMENT OF
TRANSPORTATION

DIVISION DIRECTOR (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 10-17, Rev. 06-20



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Project NHU-1-806(052)071

CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of _____ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

Executed at _____, North Dakota, the last date below signed.

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED:

LPA of _____

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 02-18; Rev. 08-18



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**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



DocuSign Envelope ID: A620812C-923D-48BB-ABB3-8F988A3292D6

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



Appendix A

NHU-1-806(052)071 - Cost Estimate and Funding Breakdown - Mandan 1806

Cost Estimate:	Total	Federal	State	City
Mainline =	\$6,594,495 =	\$5,336,925	\$598,121	\$659,450
Storm Sewer =	\$614,200 =	\$497,072	\$55,708	\$61,420
Subtotal =	\$7,208,695 =	\$5,833,997	\$653,829	\$720,870
Construction Engineering =	\$720,870 =	\$583,400	\$65,383	\$72,087
Preliminary Engineering (Current PE Contract Amount) =	\$879,259 =	\$711,584	\$79,749	\$87,926
Right of Way =	\$650,000 =	\$526,045	\$58,955	\$65,000
Sanitary Sewer =	\$460,869 =	\$0	\$0	\$460,869
Total of Engineer's Estimate =	\$9,919,693 =	\$7,655,026	\$857,915	\$1,406,751 *

*Note: The costs above are estimated.

8/4/2020

JOB # NORTH DAKOTA DEPARTMENT OF TRANSPORTATION NHU-1-806(052)071 IM-1-094(200)153 Morton County Interstate 94 - Mandan Avenue Interchange ND 1806 - Interstate 94 to 27th Street Grading, Aggregate Base, PCC Pavement, Milling, Hot Mix Asphalt Pavement CPR, Storm Sewer, Sanitary Sewer, Sidewalk, Lighting, Signage				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>STATE</th> <th>PROJECT NO.</th> <th>FOR</th> <th>SECTION NO.</th> <th>SHEET NO.</th> </tr> <tr> <td>ND</td> <td>NHU-1-806(052)071</td> <td>22181</td> <td>1</td> <td>1</td> </tr> <tr> <td></td> <td>IM-1-094(200)153</td> <td>22182</td> <td></td> <td></td> </tr> </table>		STATE	PROJECT NO.	FOR	SECTION NO.	SHEET NO.	ND	NHU-1-806(052)071	22181	1	1		IM-1-094(200)153	22182																	
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<p>GOVERNING SPECIFICATIONS: 2020 Standard Specifications adopted by the North Dakota Department of Transportation and the Supplemental Specifications effective on the date the project is advertised.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>PROJECT NUMBER / DESCRIPTION</th> <th>NET MILES</th> <th>GROSS MILES</th> </tr> </thead> <tbody> <tr> <td>NHU-1-806(052)071</td> <td>1.546</td> <td>1.548</td> </tr> <tr> <td>IM-1-094(200)153</td> <td>0.300</td> <td>0.301</td> </tr> <tr> <td>TOTAL</td> <td>1.846</td> <td>1.849</td> </tr> </tbody> </table>				PROJECT NUMBER / DESCRIPTION	NET MILES	GROSS MILES	NHU-1-806(052)071	1.546	1.548	IM-1-094(200)153	0.300	0.301	TOTAL	1.846	1.849																				
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<p>DESIGN DATA - INTERSTATE 94</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4">Traffic</th> </tr> <tr> <td colspan="4" style="text-align: center;">Average Daily</td> </tr> <tr> <td>Current 2018</td> <td>Pass: 2,690</td> <td>Trucks: 65</td> <td>Total: 2,925</td> </tr> <tr> <td>Forecast 2038</td> <td>Pass: 4,265</td> <td>Trucks: 100</td> <td>Total: 4,365</td> </tr> </table> <p>Clear Zone Dist. 30 ft (4:1) Design Speed: 60 mph Minimum Sight Dist. for Stopping: 570 ft Bldgs: N/A Full Control of Access, No Point of Access Other than at Interchange Ramps Pavement Design Life 30 (years)</p> <p>Design Accumulated Heavy Trucks: 1,022,060</p>		Traffic				Average Daily				Current 2018	Pass: 2,690	Trucks: 65	Total: 2,925	Forecast 2038	Pass: 4,265	Trucks: 100	Total: 4,365																		
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<p>DESIGNER Scott Middaugh DESIGNER Tom Munkwitz DESIGNER Kyle Hullman</p>		<p>STATE COUNTY MAP</p>																																	
<p>CITY OF MANDAN CITY ENGINEER</p>		<p>ND DEPARTMENT OF TRANSPORTATION OFFICE OF PROJECT DEVELOPMENT</p>																																	
		<p>This document is preliminary and not for construction or implementation purposes.</p>																																	



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 10, 2020
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Chief Jason Ziegler
PRESENTER: Chief Jason Ziegler
SUBJECT: Catering Permit for The Drink for the Mule Deer Foundation Gun-A-Palooza

STATEMENT/PURPOSE: Consider approval of the Catering Permit for The Drink for the Mule Deer Foundation Gun-A-Palooza at Prairie Patriot Firearms on September 17, 2020 from 6-8pm.

BACKGROUND/ALTERNATIVES: The Mule Deer Foundation is having a raffle and auction at Prairie Patriot Firearms. They have held this event for the past couple of years. They have asked The Drink to provide alcohol for the event. The Drink would set up a bar area in the garage of the establishment. Alcohol would only be permitted in the garage and the attached training room. No one under 21 would be allowed in this area. Alcohol would not be allowed outside of the garage and training room.

ATTACHMENTS: Diagram of proposed liquor sale/use area

FISCAL IMPACT: None

STAFF IMPACT: none

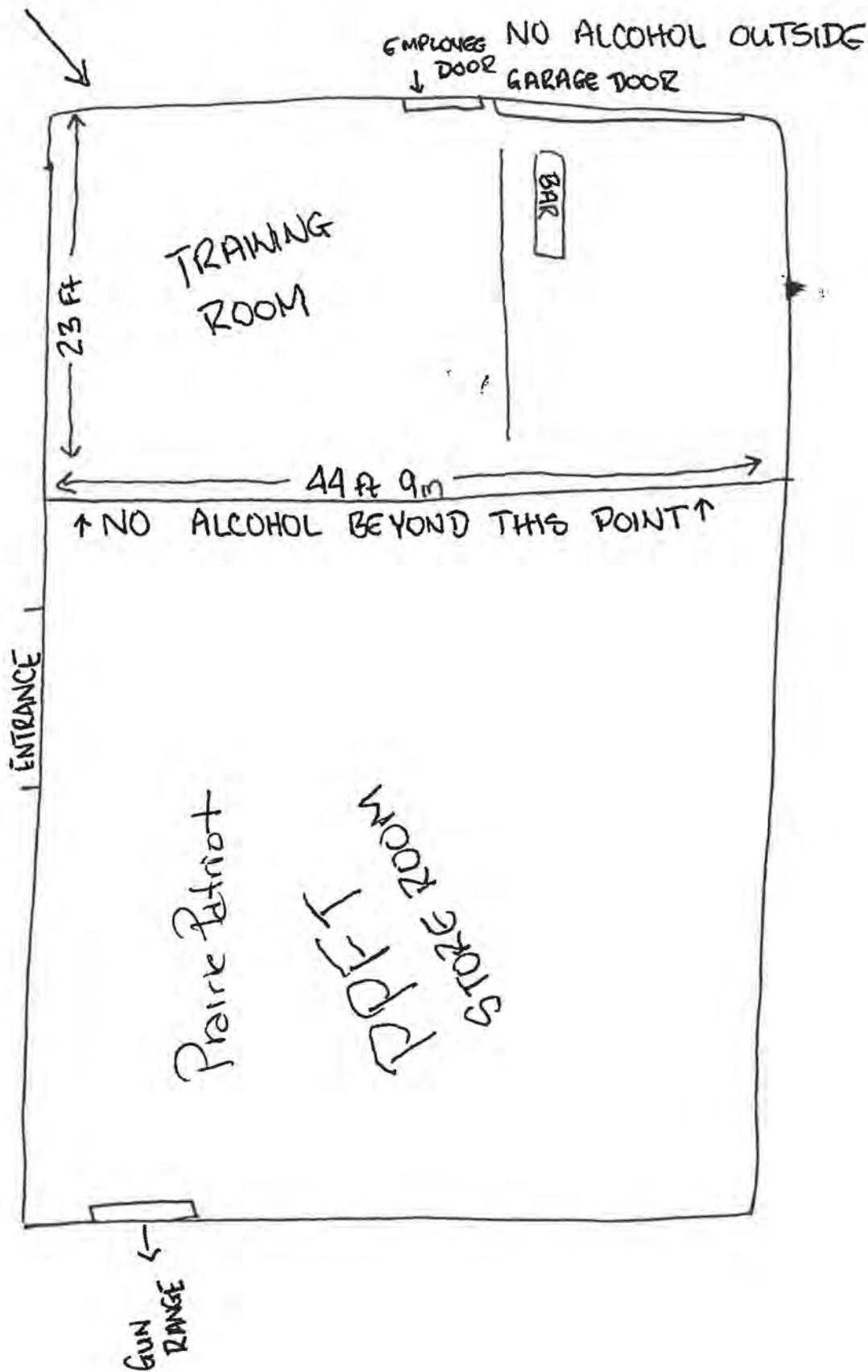
LEGAL REVIEW: N/A

RECOMMENDATION: To approve the Catering Permit for The Drink for the Mule Deer Foundation Gun-A-Palooza at Prairie Patriot Firearms on September 17, 2020 from 6-8pm.

SUGGESTED MOTION: Move to approve the Catering Permit for The Drink for the Mule Deer Foundation Gun-A-Palooza at Prairie Patriot Firearms on September 17, 2020 from 6-8pm.

EVENT: GUN-A-DALOOZA
WILL BE HELD HERE

Sept 17th, 2020
6-8pm





Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 10, 2020
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Hwy 810 Medians Participation and Maintenance (CPM) Agreement

STATEMENT/PURPOSE: As part of the deal to receive federal and state funds for projects addressing needs on our arterial and collector roadways, the DOT requires the city to enter into a Cost Participation and Maintenance (CPM) agreement that assures the DOT of certain items that they require in order to received federal funds for the project.

BACKGROUND/ALTERNATIVES: This project is to install concrete median barriers as well as fill in the existing grass median space with concrete surface as well as storm sewer to handle the stormwater in this space. The location of these improvements will be within the median space of Highway 810 (commonly known as Expressway) between McKenzie Drive and Memorial Highway in Mandan. This project idea was initiated by the DOT, but given the status of Hwy. 810 as a secondary regional system corridor on the state highway system, the expectation is for the City of Mandan cost share at a rate of 5% of the improvements. This project is scheduled to be bid on the DOT's November opening for construction in 2021.

ATTACHMENTS: 1. Highway 810 Median Project CPM Agreement

FISCAL IMPACT: The updated estimate for this total project is about \$1,638K. At a 5% local share, our estimate is at about \$82K. These numbers are about 5% higher than those on the attached CPM agreement based on the DOT reworking their estimate recently, but considered close enough to use for the purpose of the CPM agreement. The amount budgeted for 2021 for this project is about \$65K. Therefore, the most recent estimate is about \$17K higher than budgeted for the local share. In discussion with finance, we believe it is best to wait until the project is bid in November before seeking

any type of budget amendment that may be necessary. There will be a much higher level of confidence in the cost after the project is bid.

STAFF IMPACT: Continuous coordination with DOT to develop and design project.

LEGAL REVIEW: All of my commission data has been forwarded to the City Attorney for review.

RECOMMENDATION: We recommend approval this CPM agreement.

SUGGESTED MOTION: Move to approve the Cost Participation and Maintenance Agreement with the DOT for Highway 810 Median project.

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NDDOT Contract No. 38191078

**North Dakota Department of Transportation
COST PARTICIPATION AND MAINTENANCE AGREEMENT**

Federal Award Information – to be provided by NDDOT

CFDA No: 20.205	CFDA Title: Highway Planning & Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Admin
NDDOT Program Mgr: Striefel, Ardin L.	Telephone: 328-2559

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

Project No. HEN-1-810(027)000
Location: Memorial Highway To Mckenzie Drive - EB/WB
Type of Improvement: PCC Pavement & Concrete Median Barrier
Point of Beginning: RP 0.073
Point of Ending: RP 0.501

In consideration of the mutual benefits to be derived therefrom, it is agreed between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of Mandan, North Dakota, hereinafter referred to as the LPA, the project will be constructed in accordance with the current edition of NDDOT's *Standard Specifications for Road and Bridge Construction* and with the plans incorporated into this agreement by reference.

The LPA

- a. Will pay 5 percent of the total actual cost of right of way acquired for the project which are determined eligible for funding participation; and
- b. Will pay 5 percent of the total actual cost of utility relocations required for the project which are determined eligible for funding participation; and
- c. Will pay 5 percent of the total actual construction cost of all items which are determined eligible for funding participation; and
- d. Will pay 5 percent of the total actual preliminary engineering cost of all items which are determined eligible for funding participation; and
- e. Will pay 5 percent of the total actual construction engineering cost of all items which are determined eligible for funding participation; and
- f. Will pay 100 percent of the actual construction, preliminary engineering, construction engineering, utility relocation, right of way, and any other costs incurred of all items as requested by the LPA and determined to be non-participating or ineligible for federal aid.

PART I



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LPA Obligation:

1. The LPA will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined above.
2. It is specifically agreed that if at any time the LPA fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the LPA, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the LPA until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the project is \$1,558,018, with the LPA's estimated share being \$77,901.
3. All existing LPA right of way within the project limits will be provided by the LPA with clear title and available for use in the project.

PART II

Post Construction

After the project is completed the LPA agrees to:

1. The LPA will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.
2. The LPA will not change any speed limit signs as shown on the plans without prior approval of NDDOT.
3. The LPA will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.
4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.
5. All right of way for the project will be maintained free of all encroachments except utilities and others in accordance with the current edition of NDDOT's "A Policy for Accommodation of Utilities on State Highway Right-of-Way". All obstructions to, interference with, or hazards to traffic flow will be removed by the LPA at the request of NDDOT. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of the streets, inconveniences to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.

PART III

Maintenance



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The NDDOT will continue to maintain all portions of the project. Exact limits of the project are shown on the attached map.

PART IV

General:

1. Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non profit businesses.
4. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
5. NDDOT is not responsible for any Property Taxes or Special Assessments on property which has been acquired as part of the roadway reconstruction project. The LPA is responsible to make arrangements for deferral or payment of such Taxes and/or Special Assessments.



Board of City Commissioners
Agenda Documentation
Meeting Date: September 15, 2020
Subject: Hwy 810 Medians Participation and Maintenance (CPM) Agreement
Page 6 of 12

DocuSign Envelope ID: 01B867D8-C26B-4D96-B0A9-1B7ADA45FE35

Executed by the LPA of _____, at _____,
North Dakota, the last date below signed.

APPROVED:

LPA of _____

LPA ATTORNEY (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

*

TITLE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota,
the last date below signed.

APPROVED as to substance by:

NORTH DAKOTA DEPARTMENT OF
TRANSPORTATION

DIVISION DIRECTOR (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 10-17, Rev. 06-20; C.M. 08/13/2020



DocuSign Envelope ID: 01B867D8-C26B-4D96-B0A9-1B7ADA45FE35

Project HEN-1-810(027)000

CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of _____ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

Executed at _____, North Dakota, the last date below signed.

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED:

LPA of _____

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 02-18; Rev. 08-18; C.M. 08/13/2020



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**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



DocuSign Envelope ID: 01B867D8-C26B-4D96-B0A8-1B7ADA45FE35

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



Appendix A

HEN-1-810(027)000 - Cost Estimate and Funding Breakdown - Mandan 810

Cost Estimate:	Total	Federal	State	City
Mainline =	\$1,298,348 =	\$1,050,753	\$182,678	\$64,917
Construction Engineering =	\$129,835 =	\$105,075	\$18,268	\$6,492
Preliminary Engineering =	\$129,835 =	\$105,075	\$18,268	\$6,492
Total of Engineer's Estimate =	\$1,558,018 =	\$1,260,904	\$219,213	\$77,901 *

*Note: The costs above are estimated.

8/17/2020

DESIGN DATA			
Traffic:	Average Daily		
Current 2019	Pass: 10,810	Trucks: 365	Total: 10,975
Forecast 2039	Pass: 10,770	Trucks: 270	Total: 11,040
Clear Zone Dist. Existing	Design Speed: 55 mph		
Minimum Sight Dist. for Stopping:	Bridges: NA		
Full Control of Access, No Point of Access Other Than at Interchange Ramps			
Pavement Design Life 20 (years)			
Design Accumulated One-way Rigid ESALs:			

JOB #
NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

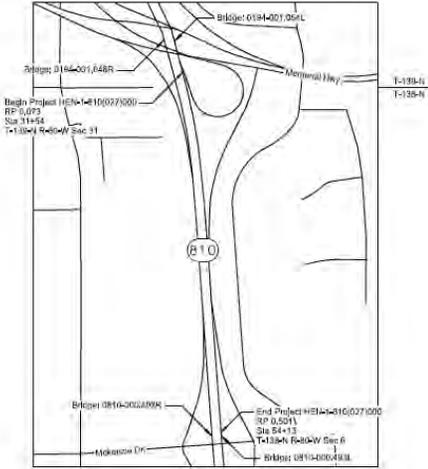
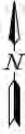
HEN-1-810(027)000

Morton County
 ND 810 from Memorial Hwy to Mckenzie Dr
 PCC Pavement & Concrete Median Barrier

STATE	PROJECT NO.	PCN	SECTION NO.	SHEET NO.
ND	HEN-1-810(027)000	22441	1	1

GOVERNING SPECIFICATIONS:
 2014 Standard Specifications adopted by the North Dakota Department of Transportation and the Supplemental Specifications effective on the date the project is advertised.

PROJECT NUMBER / DESCRIPTION	NET MILES	GROSS MILES
HEN-1-810(027)000	0.428 mi	0.428 mi



STATE COUNTY MAP

DESIGNER	Alaron Murta P.E.
DESIGNER	Brady Hausler P.E.
DESIGNER	Jakob Ebinger
DESIGNER	Mackenzie Holkeavlg

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ND DEPARTMENT OF TRANSPORTATION
OFFICE OF PROJECT DEVELOPMENT

Design Division
 This document
 is preliminary
 and not for
 construction or
 implementation
 purposes.

Board of City Commissioners

Agenda Documentation

Meeting Date: September 15, 2020

Subject: Hwy 810 Medians Participation and Maintenance (CPM) Agreement

Page 12 of 12



Consent No. 10

Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 11, 2020
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT: Chief Jason Ziegler
DIRECTOR:
PRESENTER: Chief Jason Ziegler
SUBJECT: Catering Permit for Main Street Bar for the MPO
Octoberfest at the Harvest Catering & Events

STATEMENT/PURPOSE: Consider approval of the Catering Permit for Main Street Bar for the MPO Octoberfest at the Harvest Catering & Events on September 26, 2020 from 3-8pm.

BACKGROUND/ALTERNATIVES: The Mandan Progress Organization is having an Octoberfest event at the Harvest Catering & Event. Main Street Bar will be providing alcohol for the event.

ATTACHMENTS: Diagram of liquor sale/use area

FISCAL IMPACT: None

STAFF IMPACT: none

LEGAL REVIEW: N/A

RECOMMENDATION: To approve the Catering Permit for Main Street Bar for the MPO Octoberfest at the Harvest Catering & Events on September 26, 2020 from 3-8pm.

SUGGESTED MOTION: Move to approve the Catering Permit for Main Street Bar for the MPO Octoberfest at the Harvest Catering & Events on September 26, 2020 from 3-8pm.

Harvest Floor plan
308 W Main St
Mandan

Front
Door

Hallway
to
Back door

4' high Bartop

Bar

1/2
wall

Dance floor

Bathrooms



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 14, 2020
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT: Chief Jason Ziegler
DIRECTOR:
PRESENTER: Chief Jason Ziegler
SUBJECT: Catering Permit for The Harvest Catering & Events for The Depot

STATEMENT/PURPOSE: Consider approval of a Catering Permit for The Harvest Catering & Events for The Depot for a baby shower on September 26th from 10:00 am to 1:00 pm.

BACKGROUND/ALTERNATIVES: A baby shower is being held at The Depot on 26th from 10:00 am to 1:00 pm. The Harvest would like to provide alcohol for the event.

ATTACHMENTS: Diagram of proposed liquor sale/use area

FISCAL IMPACT: None

STAFF IMPACT: none

LEGAL REVIEW: N/A

RECOMMENDATION: To approve a Catering Permit for The Harvest Catering & Events for The Depot for a baby shower on September 26th from 10:00 am to 1:00 pm.

SUGGESTED MOTION: Move to approve a Catering Permit for The Harvest Catering & Events for The Depot for a baby shower on September 26th from 10:00 am to 1:00 pm.



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 15, 2020
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Annual Liquor License Renewal

STATEMENT/PURPOSE: All liquor licenses must be approved by the Board of City Commissioners on an annual basis.

BACKGROUND/ALTERNATIVES: Application and fee have been received by the following applicants.

SPECIAL “B” ON SALE BEER ONLY

1. Harvest LLC

Property taxes are current for these applicant.

ATTACHMENTS:

FISCAL IMPACT: The fees for this applicant have been received based upon the new resolution.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: I recommend to approve the liquor license received/named in this document for the period of September 15, 2020 – June 30, 2021. Contingent upon the establishment meeting all Fire Codes, Health & Safety Code and Building Inspection Codes.

SUGGESTED MOTION: I move to approve the liquor license received/named in this document for the period of September 15, 2020 – June 30, 2021. Contingent upon the establishment meeting all Fire Codes, Health & Safety Code and Building Inspection Codes.



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 8, 2020
SUBMITTING DEPARTMENT: Assessing
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Introduction of Brenda Johnson, Real Property Appraiser III (Assessing Department)

STATEMENT/PURPOSE: To introduce Brenda Johnson, Real Property Appraiser III (Assessing Department).

BACKGROUND/ALTERNATIVES: Ms. Johnson started in the assessing office September 3, 2020. Brenda comes to us from Bismarck, ND. She has over 30 years of experience working in the assessment field.

Brenda is a member of the North Central Regional Association of Assessing Officers and North Dakota Association of Assessing Officers where she served as chair of the Education Committee and also a member at large on the Executive Board.

FISCAL IMPACT: The Real Property Appraiser III is a budgeted full-time position.

STAFF IMPACT: The Real Property Appraiser III performs highly complex appraisal and assessment work of the land and building values of new and existing residential and commercial type property; work involves investigations and value estimates to be used as a basis for year-end sales studies. Prepares property records, inspects interior and exterior of buildings to record physical characteristics of properties, takes measurements of structures to determine accurate square footage, working with blueprints, prepares field sketches and takes photographs of property as needed. Verifies property sales, attends various hearings, meetings and seminars as needed to assist the City Assessor; establishes and maintains good working relationships with community, other agencies and co-workers. The Real Property Appraiser III works under the general guidance and direction of the City Assessor.



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 10, 2020
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: Final Plat for Rockwood First Addition and Development Agreement

STATEMENT/PURPOSE: Consider tabling the final plat and development agreement for consideration at a future date.

BACKGROUND/ALTERNATIVES:

On September 1, 2020, staff presented the final plat for Rockwood First Addition was tabled to September 15 to allow the applicant and City to make final adjustments to the development agreement.

The applicant desires additional time and due to the end of the construction season is reevaluating their path forward. The final plat and development agreement will be presented to the Board in the future when the developer is ready to move forward.

ATTACHMENTS:

- Exhibit 1 – Rockwood First Addition Final Plat
- Exhibit 2 – Additional Requirements
- Exhibit 3 – Development Agreement – 9-8-20

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

Board of City Commissioners

Agenda Documentation

Meeting Date: September 15, 2020

Subject: Final Plat for Rockwood First Addition and Development Agreement

Page 2 of 2

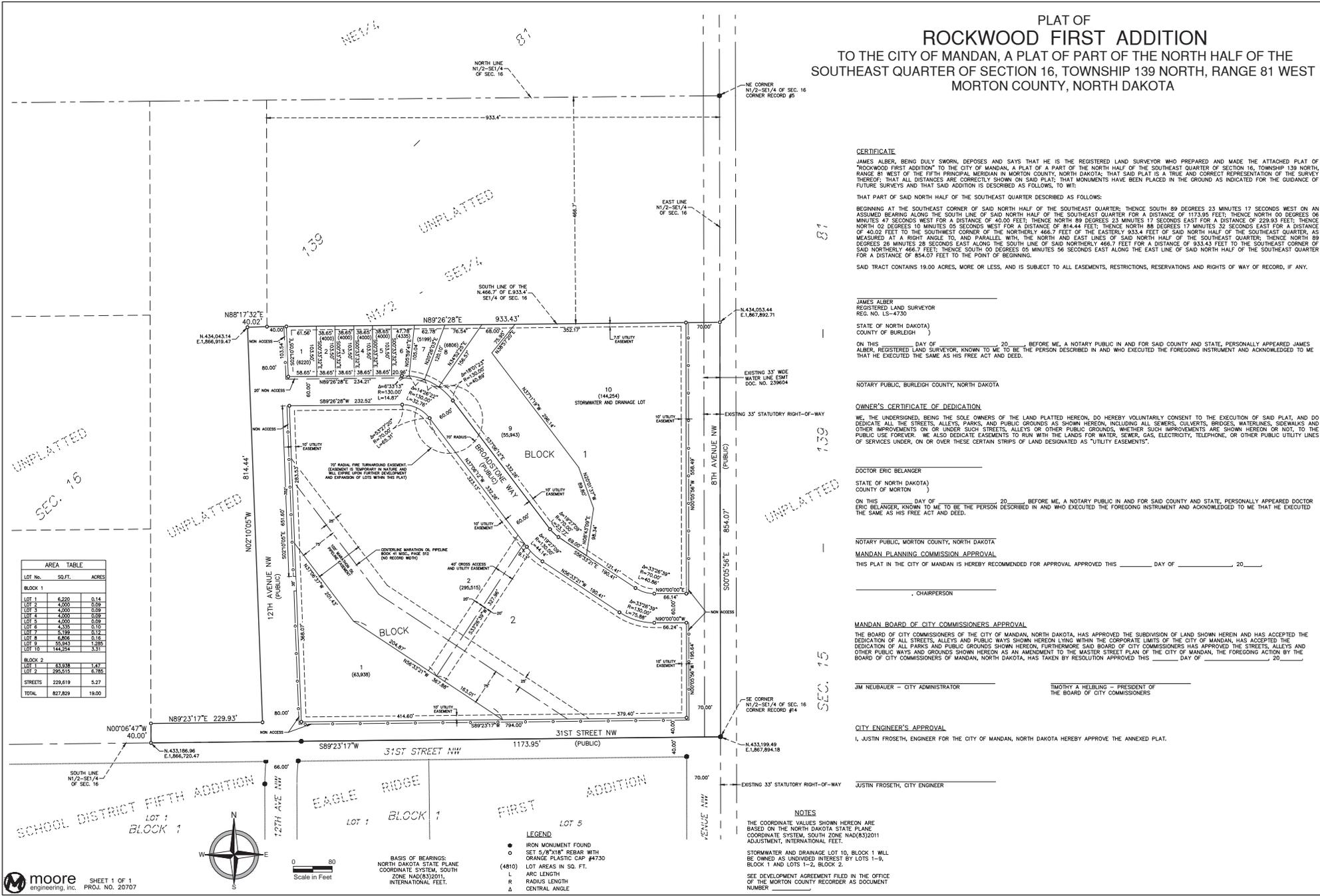
LEGAL REVIEW: The plat and staff report have been provided to Attorney Oster as part of the agenda packet. The development agreement has been sent to Attorney Oster previously and adjustments have been incorporated into the most recent version in Exhibit 3.

RECOMMENDATION: Staff recommends tabling the final plat for Rockwood First Addition until a future date when the developer is ready to move forward with their application.

SUGGESTED MOTION: I move to table the final plat for Rockwood First Addition until the developer is ready to move forward with their application.

EXHIBIT 1

PLAT OF ROCKWOOD FIRST ADDITION TO THE CITY OF MANDAN, A PLAT OF A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 139 NORTH, RANGE 81 WEST MORTON COUNTY, NORTH DAKOTA



AREA TABLE		
LOT No.	SQ. FT.	ACRES
BLOCK 1		
LOT 1	8,220	0.14
LOT 2	4,000	0.09
LOT 3	4,000	0.09
LOT 4	4,000	0.09
LOT 5	4,000	0.09
LOT 6	4,335	0.10
LOT 7	5,192	0.12
LOT 8	6,906	0.16
LOT 9	55,943	1.28
LOT 10	144,254	3.31
BLOCK 2		
LOT 1	83,338	1.47
LOT 2	295,215	6.78
STREETS		
	229,819	5.27
TOTAL	827,829	19.00

CERTIFICATE
JAMES ALBER, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "ROCKWOOD FIRST ADDITION" TO THE CITY OF MANDAN, A PLAT OF A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN MORTON COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY THEREOF; THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT SAID ADDITION IS DESCRIBED AS FOLLOWS, TO WIT:
THAT PART OF SAID NORTH HALF OF THE SOUTHEAST QUARTER DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 23 MINUTES 17 SECONDS WEST ON AN ASSUMED BEARING ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER FOR A DISTANCE OF 1173.95 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 40.00 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 229.93 FEET; THENCE NORTH 02 DEGREES 10 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 814.44 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 40.02 FEET TO THE SOUTHWEST CORNER OF THE NORTHERLY 466.7 FEET OF THE EASTERLY 933.4 FEET OF SAID NORTH HALF OF THE SOUTHWEST QUARTER, AS MEASURED AT A NON-ANGLE; AND PARALLEL WITH THE NORTH AND EAST LINES OF SAID NORTH HALF OF THE SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 20 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHERLY 466.7 FEET FOR A DISTANCE OF 933.43 FEET TO THE SOUTHWEST CORNER OF SAID NORTHERLY 466.7 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER FOR A DISTANCE OF 884.07 FEET TO THE POINT OF BEGINNING.
SAID TRACT CONTAINS 19.00 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

JAMES ALBER
REGISTERED LAND SURVEYOR
REG. NO. LS-4730
STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH)
ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JAMES ALBER, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, BURLEIGH COUNTY, NORTH DAKOTA
OWNER'S CERTIFICATE OF DEDICATION
WE, THE UNDERSIGNED, BEING THE SOLE OWNERS OF THE LAND PLATTED HEREON, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT, AND DO DEDICATE ALL THE STREETS, ALLEYS, PARKS, AND PUBLIC GROUNDS AS SHOWN HEREON, INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATERLINES, SIDEWALKS AND OTHER IMPROVEMENTS ON OR UNDER SUCH STREETS, ALLEYS OR OTHER PUBLIC GROUNDS, WHETHER SUCH IMPROVEMENTS ARE SHOWN HEREON OR NOT, TO THE PUBLIC USE FOREVER. WE ALSO DEDICATE EASEMENTS TO RUN WITH THE LANDS FOR WATER, SEWER, GAS, ELECTRICITY, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OF SERVICES UNDER, ON OR OVER THESE CERTAIN STRIPS OF LAND DESIGNATED AS "UTILITY EASEMENTS".

DOCTOR ERIC BELANGER
STATE OF NORTH DAKOTA
COUNTY OF MORTON)
ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DOCTOR ERIC BELANGER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, MORTON COUNTY, NORTH DAKOTA
MANDAN PLANNING COMMISSION APPROVAL
THIS PLAT IN THE CITY OF MANDAN IS HEREBY RECOMMENDED FOR APPROVAL APPROVED THIS _____ DAY OF _____, 20____.
_____, CHAIRPERSON

MANDAN BOARD OF CITY COMMISSIONERS APPROVAL
THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND SHOWN HEREON AND HAS ACCEPTED THE DEDICATION OF ALL STREETS, ALLEYS AND PUBLIC WAYS SHOWN HEREON WITHIN THE CORPORATE LIMITS OF THE CITY OF MANDAN, HAS ACCEPTED THE DEDICATION OF ALL PARKS AND PUBLIC GROUNDS SHOWN HEREON, FURTHERMORE SAID BOARD OF CITY COMMISSIONERS HAS APPROVED THE STREETS, ALLEYS AND OTHER PUBLIC WAYS AND GROUNDS SHOWN HEREON AS AN AMENDMENT TO THE MASTER STREET PLAN OF THE CITY OF MANDAN, THE FOREGOING ACTION BY THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, HAS TAKEN BY RESOLUTION APPROVED THIS _____ DAY OF _____, 20____.

JIM NEUBAUER - CITY ADMINISTRATOR
TIMOTHY A. HELBING - PRESIDENT OF THE BOARD OF CITY COMMISSIONERS

CITY ENGINEER'S APPROVAL
I, JUSTIN FROSTH, ENGINEER FOR THE CITY OF MANDAN, NORTH DAKOTA HEREBY APPROVE THE ANNEXED PLAT.
JUSTIN FROSTH, CITY ENGINEER

NOTES
THE COORDINATE VALUES SHOWN HEREON ARE BASED ON THE NORTH DAKOTA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD(83)2011 ADJUSTMENT, INTERNATIONAL FEET.
STORMWATER AND DRAINAGE LOT 10, BLOCK 1 WILL BE OWNED AS UNDIVIDED INTEREST BY LOTS 1-9, BLOCK 1 AND LOTS 1-2, BLOCK 2.
SEE DEVELOPMENT AGREEMENT FILED IN THE OFFICE OF THE MORTON COUNTY RECORDER AS DOCUMENT NUMBER _____



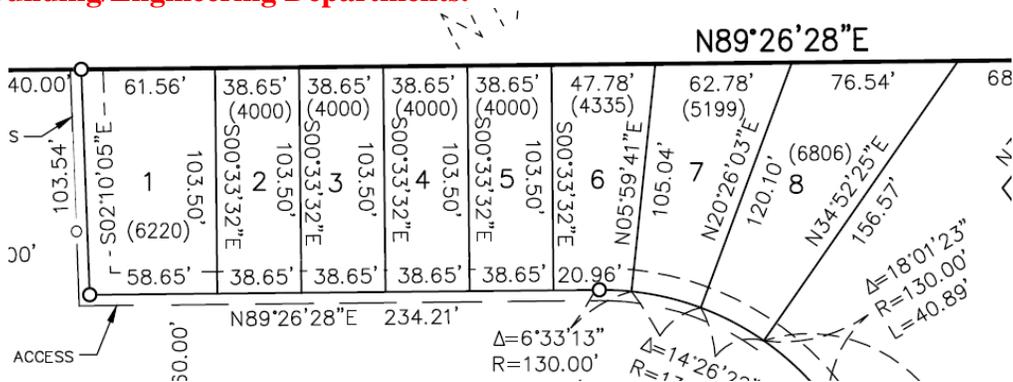
BASIS OF BEARINGS:
NORTH DAKOTA STATE PLANE
COORDINATE SYSTEM, SOUTH
ZONE NAD(83)2011,
INTERNATIONAL FEET.

- LEGEND**
- IRON MONUMENT FOUND
 - SET 5/8"X16" REBAR WITH ORANGE PLASTIC CAP #1720 (4810) LOT AREAS IN SQ. FT.
 - L ARC LENGTH
 - R RADIUS LENGTH
 - Δ CENTRAL ANGLE

EXHIBIT 2

Adjustments of the Plat of Rockwood First Addition Prior to Presentation of the Final Plat to Board of City Commissioners

- Lots to include shared access easements that result in sufficient boulevard space for snow removal purposes. This may include non-access lines to ensure an apron does not extend beyond the shared access easement. – **NEAR COMPLETE (easy to accommodate prior to presentation to City Commission on September 15) – Need to provide inset with more detail so it's clear where the boulevard non-access lines and the individual aprons begin/end or a table with apron widths by lot for easy reference of Building/Engineering Departments.**



- Lot 9, Block 1 to be divided into two lots. One lot shall include the area to be dedicated for the storm water detention pond (future lot 10) and the remaining area to be further redeveloped in the future (newly redrawn lot 9). - **COMPLETED**
- Future Lot 10, Block 1 will be held in undivided interest with all lots within the development to ensure the City does not become owner and responsible for maintenance in the future. - **COMPLETED**
- A non-access line along the east side of 12th Ave. NW and north side of 31st St. NW except for a 36' width along the farthest northwest and farthest southeast boundary of Lot 1, Block 2. - **COMPLETED**
- Temporary turnaround as required by the Fire Department meeting standards established by both Fire and Engineering Departments. – **COMPLETED**

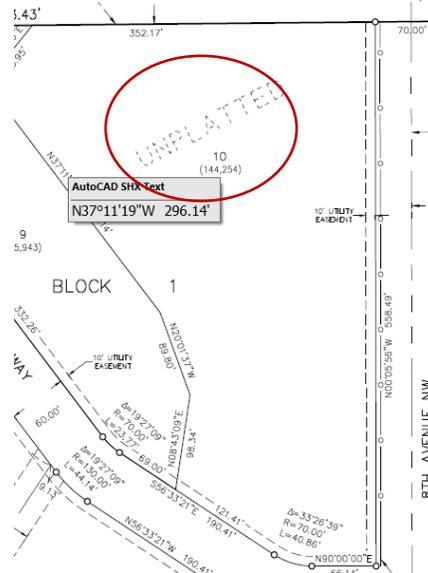
Additional requirements stemming from Comments received that were not included in this Exhibit when presented to Planning and Zoning Commission on June 22, but included in the comment section of the staff report.

- Amend the subdivision name to remove potential for misspelling. – **COMPLETED** (formerly Sunset AveNew...)

- Plat should indicate that the street(s) where appropriate are subject to the Marathon contract (and include the instrument number of the contract for simple reference). - **INCOMPLETE (easy to accommodate prior to presentation to City Commission on September 15)**
- Address the easement needs of MDU to provide services as follows:
 - A 10' wide easement area be platted along the south and east property boundaries of Lot 9, Block 1. - **COMPLETED**
 - A 7' to 10' wide easement be platted along the north property boundaries of Lots 1-9, Block 1 – **COMPLETED**

NEW ITEMS TO ADDRESS

- Remove “UNPLATTED” reference on Lot 10, Block 1 (see below):



- Add the language “Stormwater and Drainage Lot” beneath the lot number and sq. footage label (same location as above image). **COMPLETED**
- Add “(public)” to the road names for those being dedicated to the public. The names should read:
 - 8th Avenue NW (public) **COMPLETED**
 - Broadstone Way (public) **COMPLETED**
 - 12th Avenue NW (public) **COMPLETED**
 - 31st Street NW (public) **COMPLETED**
- Add plat note referencing instrument number of recorded Development Agreement **COMPLETED**

Development Agreement

Rockwood First Addition

This Agreement is made and entered into on the 15th of September, 2020, (hereinafter the “effective date”) by and between the City of Mandan (hereinafter referred to as the “City”) and EBCMGL 16, LLLP (hereinafter referred to as the “Developer”). The address for the City of Mandan is 205 2nd Avenue NW, Mandan, North Dakota 58554. The address of Developer is 940 Southport Loop, Bismarck, ND 58504. This agreement is a covenant running with the Property and binding upon any and all future owners of the Property.

WHEREAS, the Developer is the owner of property whose legal description is Part of the N1/2 of the SE1/4 of Section 16, Township 139N, Range 81W, Morton County, North Dakota, North Dakota and further described in Attachment #1 to this agreement via a meets and bounds description (hereinafter referred to as the “Property”); and

WHEREAS, the Developer wishes to develop the approximate nineteen (19) acre Property into a development named Rockwood First Addition and included for reference in Attachment #2 (hereinafter referred to as the “Development”); and

WHEREAS, said Development is currently planned to include eight (8) residential lots, three (3) additional lots to be further redeveloped in the future, and one (1) lot to be used for stormwater detention; and

WHEREAS, the wastewater plan for the Development is dependent on the Terra Vallee Lift Station, which is planned for removal at an indeterminate future date per the wastewater masterplan of the City; and

WHEREAS, the Terra Vallee Lift Station requires immediate improvements due to ongoing and frequent maintenance and additional demand created by the Development will exacerbate necessary maintenance and interfere with the City’s ability to provide service to existing users; and

WHEREAS, the costs to strictly follow the wastewater plan of the City for this Development alone are cost-prohibitive for the Developer; and

WHEREAS, the Developer and the City have identified an amenable alternative to facilitate the implementation of the masterplan and provide wastewater services to the Development; and

WHEREAS, the Development, without this agreement, could create disorder in future development, raising costs of public infrastructure and private development for the surrounding lands; and

WHEREAS, the agreement provides the Developer a means to achieve the desired outcome of the Development of eight (8) residential lots and preserve the remaining land for future phases of development of a residential nature; and

WHEREAS, said agreement utilizes for reference in Attachment #3 a document (hereinafter referred to as “Phasing Plan”) showing future private road access and additional subdivided lots as a proof of concept for future development to align with the Mandan Future Land Use and Transportation Plan (originally adopted June 2015 and hereinafter referred to as the “Plan”); and

WHEREAS, nothing in this agreement prohibits the Developer from revising the layout of the lots of the Phasing Plan or changing the boundaries of each phase to include more or less lots; and

WHEREAS, each phase of the development is subject to obtaining the necessary jurisdictional approvals including but not limited to Mandan Planning and Zoning Commission and the Mandan Board of City Commissioners; and

WHEREAS, nothing in this agreement prohibits the City from adopting alternative land uses through a new land use plan or amendment to the Plan affecting the Property as prescribed by State law and the Mandan Code of Ordinances and requiring any future development to align with said plan.

NOW THEREFORE, it is agreed between the parties as follows:

1. Density upon build-out of the Development to be a minimum of five (5) units per acre and maximum of eight (8) units per acre. If at any subsequent phase of development these thresholds do not appear to be capable of being met as determined by the City, the applicant agrees to amend the application to the satisfaction of the City prior to presentation for consideration of approval.
2. Each phase of the development shall submit an application for a zoning amendment to planned unit development (PUD) and establish the underlying zoning district to be applied for each lot within the respective phase adhering to the application submittal standards at the time the application is submitted. This requirement will not apply to Lot 1, Block 2 if the Developer does not further subdivide the lot and constructs multi-family residential in conformance with the requirements of the RM Residential District and other requirements as outlined in this agreement. Each phase of the development shall submit an application to plat adhering to the application submittal standards at the time the application is submitted.
3. Lot 9, Block 1 and Lot 2, Block 2 are required to be subdivided as necessary to meet the density requirement above. No building permits shall be issued by the City for Lot 9, Block 1 and Lot 2, Block 2 until subdivided to the satisfaction of the City in accordance

with this agreement. A building permit issued for Lot 1, Block 2 is restricted to a multi-family dwelling with no more than twenty-four (24) units and no less than sixteen (16) units unless subdivided to the satisfaction of the City in accordance with this agreement.

4. The developer shall install cluster mailboxes to serve the development by the United State Postal Services (USPS) and other private carriers. The location of the cluster mailbox(s) shall meet the requirements of the City and USPS and be approved at each phase of development.
5. The Development is restricted to single-family, twin-home, or row-home construction for Lots 1 through 9, Block 1 and Lot 2, Block 2. The Development is restricted to single-family, twin-home, row-home, or multi-family residential construction for Lot 1, Block 2.
6. 8th Ave. NW is considered the secondary access for meeting the secondary access requirements for the Development. No more than thirty (30) dwelling units shall be permitted prior to the construction of 8th Ave. NW to connect said road to 12th Ave. NW via the proposed local public road meandering southeast to northwest.
7. The City recognizes that 8th Ave. NW may be initially constructed as a rural local road if approved by the City Engineer, although its function for the purposes of special assessments will be classified as a collector unless an alternative allocation is determined to be more equitable by the Board of City Commissioners. The portion of special assessments that would otherwise have been assessed to Lot 10, Block 1 will be equally distributed to all other lots in the Development unless an alternative allocation is determined to be more equitable by the Board of City Commissioners.
8. Boulevard landscaping along 12th Ave. NW shall include a tree of at least one and a quarter (1 ¼) inch caliper within the boulevard for each fifty (50) linear feet of right-of-way beginning at the intersection of 31st St. NW and terminating at the northern boundary of the Development. Boulevard landscaping will be installed by the Developer at the same time as 12th Ave. NW.
9. A sidewalk shall be constructed by the Developer along the east side of 12th Ave. NW for the entirety of the development to provide for pedestrian connectivity to the existing network to the south. A crosswalk across 31st St. NW is required and shall meet standards set forth by the City Engineer. Both shall be installed at the same time as 12th Ave. NW is constructed.
10. Lot 10, Block 1 shall be the undivided interest of all lot owners of the Development and used for the purposes of storm water detention. Maintenance, if required by the City, shall be allocated per the special assessment policy in effect at the time maintenance is required unless an alternative allocation is determined to be more equitable by the Board of City Commissioners.

11. In the event Lot 10, Block 1 is to be redeveloped in the future to allow for construction of additional dwelling units (roughly depicted as Phase 3 of Attachment #3 Phasing Plan), the units will be restricted to single-family, twin-home, or row-home construction. An application to subdivide Lot 10, Block 1 will require all property owners' signatures and/or any other mechanism to show willingness to subdivide said property. The resulting stormwater detention lot shall be held in undivided interest of all private property owners of the Development. Maintenance of the stormwater detention lot, if required by the City, shall be allocated per the special assessment policy in effect at the time maintenance is required unless an alternative allocation is determined to be more equitable by the Board of City Commissioners.
12. All private roads and utilities shall be the maintenance responsibility of all of the lot owners utilizing the respective private road or utility of the Development. Maintenance, if required by the City, shall be allocated per the special assessment policy in effect at the time maintenance is required unless an alternative allocation is determined to be more equitable by the Board of City Commissioners.
13. Future development on the Property will align with the adopted land use and transportation plan of the City of Mandan at the time of application.
14. Additional Developer costs for wastewater infrastructure, stemming from necessary improvements to the Terra Vallee Lift Station and deviation from the existing wastewater masterplan, will be determined by the Board of City Commissioners with a recommendation from the City Engineer, and will be agreed upon by both the City and Developer.
15. All public roads and utilities shall be the maintenance responsibility of the City after final acceptance of the project(s). The water distribution and sanitary sewer components of the public infrastructure shall be installed under a three-way agreement and must follow all city standards per the Engineering Department. The above-ground public infrastructure, including streets, storm sewer, and other above-ground improvements such as signs and street lights, may be installed under either a street improvement district or a three-way agreement, by preference of the Developer, and must follow all city standards per the Engineering Department.

Mayor Tim Helbling
City of Mandan

Attest:

Jim Neubauer
City Administrator

Eric Belanger, Owner
EBCMGL 16, LLLP

Attest:

ATTACHMENT #1

PROPERTY

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTH HALF OF THE SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 23 MINUTES 17 SECONDS WEST ON AN ASSUMED BEARING ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 1173.95 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 40.00 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 229.93 FEET; THENCE NORTH 02 DEGREES 10 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 814.44 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 40.02 FEET TO THE SOUTHWEST CORNER OF THE NORTHERLY 466.7 FEET OF THE EASTERLY 933.4 FEET OF SAID NORTH HALF OF THE SOUTHEAST QUARTER, AS MEASURED AT A RIGHT ANGLE TO, AND PARALLEL WITH , THE NORTH AND EAST LINES OF SAID NORTH HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 26 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHERLY 466.7 FEET FOR A DISTANCE OF 933.43 FEET TO THE SOUTHEAST CORNER OF SAID NORTHERLY 466.7 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF SAID NORTH HALF OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 854.07 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 19.00 ACRES, MORE OR LESS.

ATTACHMENT #2

DEVELOPMENT



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 10, 2020
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: Purchase Agreement for the sale of Lot 6, Block 76, First Northern Pacific Addition.

STATEMENT/PURPOSE: Consider approval of the purchase agreement for the sale of Lot 6, Block 76, First Northern Pacific Addition.

BACKGROUND/ALTERNATIVES:

Jack and Marie Freidt have presented an offer of \$300 for the purchase of Lot 6, Block 76, First Northern Pacific Addition. The list price is \$10,000.

The property does not have a specials balance.

The buyer's intent is to expand their property boundary, submit a minor plat, and construct a home on the lot that was recently demolished in the area due to being declared an unsafe structure (see Exhibit 2 for a map of the subject property).

Staff is recommending countering with a purchase price of \$3,000 following discussion with Darren Schmidt, Realtor regarding a fair price for the property. This was determined based on the time on market (over a year listed for sale) and the topographical limitations of the property (slope).

Further, in speaking with Darren, he will reassess the listing price for each property that is currently listed in the coming months. A revised list price for each property will be presented to the Board in the coming months.

ATTACHMENTS:

- Exhibit 1 – Purchase Agreement
- Exhibit 2 – Map of Subject Property

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: Attorney Oster has reviewed and approved the purchase and sale agreement.

RECOMMENDATION: Engineering and Planning Department is recommending countering the offer as shown in Exhibit 1 with a purchase price of \$3,000.

SUGGESTED MOTION: I move to counter the offer as presented in Exhibit 1 with a purchase price of \$3,000.

EXHIBIT 1

LAND ONLY PURCHASE AGREEMENT # 401985DS



PAGE 1

This form is approved by the Bismarck Mandan Board of REALTORS® which disclaims any liability out of use or misuse of this form.

Date 08/27/2020 MLS Listing # 401985 Page 1 of 6 Pages

GOVERNING LAW This agreement shall be governed by, construed and interpreted in accordance with the laws of, and under the jurisdiction of, the State of North Dakota and any actions shall be venued in the county in which the property is located.

References to "day" or "days" in this Purchase Agreement shall be construed as business days. Business days are defined as Monday through Friday, excluding Federal and State holidays.

Time is of the essence in this Purchase Agreement.

ENTIRE AGREEMENT: This Purchase Agreement, and any addenda or amendments signed by the parties, and any attached exhibits shall constitute the entire agreement between Seller(s) and Buyer(s) and supersedes any other written or oral agreements between Seller(s) and Buyer(s). This Purchase Agreement can be modified only in writing signed by Seller(s) and Buyer(s).

Buyer(s) Jack Freidt, Marie Freidt has/have agreed to pay Three Hundred Dollars (\$ 300.00)

for the Property at: Street Address 0000 5th St NW

City of Mandan County of Morton State of ND Zip 58554

Legally described as: Lot 6, Block 76, First Northern Pacific Addition

The sum of Three Hundred Dollars (\$ 300.00) from Buyer(s) by (Check one):
 Check Cash EFT/ACH as earnest money to be deposited upon acceptance of Purchase Agreement by all parties, on or before the next business day after acceptance or within 72 hours of acceptance, in the trust account of _____, (Check one): Listing Buyer Broker or to be returned to Buyer(s) if Purchase Agreement is not accepted by Seller(s). Buyer(s) agrees to pay in the following manner: Earnest money in the amount mentioned above, and additional earnest money of \$ _____ due on _____. Seller has the right to terminate this Agreement if earnest money is not received as agreed herein. Financing, if any, shall be as follows: cash purchase

PRE-APPROVAL: Buyer(s) shall provide Seller(s) within --- days, at 5 p.m., with written evidence acceptable to Seller(s) from a lender, showing pre-approval of a loan sufficient to allow Buyer(s) to purchase the property. If Buyer(s) fails to timely provide such written evidence, either party has the option to terminate this purchase agreement. If financing fails after the contingency completion date, earnest money shall be released: to Buyer to Seller Other Agreement: _____; provided, that nothing herein shall limit the right of Seller to pursue all available remedies for breach of this purchase agreement.

This sale includes the following property, if any, owned by Seller and used and located on said property: garden bulbs, plants, shrubs, and trees; and the following personal property: land only

The following personal property is excluded: land only

Seller(s) agrees to remove all debris and all personal property not included herein from the Property by possession date. Includes all government payment, lease, or rental fees received between (date) _____ and (date) _____ unless specified as follows: closing

Homeowner association dues, rents, and all charges for city water, city sewer, electricity, and natural gas shall be prorated between parties as of closing

Buyer(s) Initials: JS MS Date: 08/28/2020 Seller(s) Initials: _____ Date: _____ (Rev. 9/19)



119 INSPECTIONS: Seller(s) shall make the Property available for all inspections and tests upon reasonable notice by Buyer(s).

120
121 SQUARE FOOTAGE AND/OR ACREAGE: Buyer(s) is aware that any reference to the square footage and/or acreage of the
122 Property, both the real Property (land) and improvements thereon, is approximate. If square footage and/or acreage is a material
123 matter to the Buyer(s), it must be verified by the Buyer(s).

124
125 SELLER(S) WARRANTIES:
126 Seller(s) warrants that building(s), if any, is/are, or will be, constructed entirely within the boundary lines of the Property.
127 Seller(s) warrants that there is a right of access to the Property from a public right of way.
128 Seller(s) warrants that prior to closing, payment in full will have been made for: 1.) All condo and/or home association fees; and
129 2.) all labor, materials, machinery, fixtures, or tools, furnished within the 90 days immediately preceding the closing, used in
130 connection with construction, alteration, or repair of any structure on, or improvement to, the Property.
131 Seller(s) warrants that Seller(s) has not received any notice from any governmental authority as to violation of law, ordinance, or
132 regulation for a condition that remains uncorrected, or any other notice from any governmental authority regarding the subject
133 Property.
134 Seller(s) warrants that, if Property is subject to restrictive covenants, Seller(s) has not received any notice from any person or
135 authority as to a breach of the covenants which remains uncorrected. Any notices received by Seller(s) will be provided to
136 Buyer(s) promptly.

137 ~~Seller(s) warrants that the Property is directly connected to: City Sewer: yes no Well: yes no~~
138 ~~Water system is: City Rural. If rural, will membership be transferred? yes no N/A~~ [JF] [MS]

139
140 FINAL WALK THROUGH: The Seller(s) grants Buyer(s) and any representative of Buyer(s) reasonable access to conduct a final
141 walk through of the Property for the purpose of determining that the Property is in substantially the same condition as on the date
142 of acceptance of the contract. If Buyer(s) does not conduct such walk through, Buyer(s) specifically releases Broker(s) of any
143 liability.

144
145 BUYER(S) RESPONSIBILITY REGARDING INSPECTIONS AND INVESTIGATIONS: Buyer(s) is advised by Broker to obtain
146 inspections and investigations of the Property. Buyer(s) acknowledges that Buyer(s) should make inquiries and consult
147 government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning the use of the
148 Property and the surrounding areas under applicable building, zoning, fire, health, and safety codes, and for evaluation of
149 potential hazards. Buyer(s) shall keep the Property free and clear of liens, shall indemnify and hold Seller(s) harmless from all
150 liability, claims, demands, damages, and costs, and shall repair all damages arising from the inspections. The inspection period is
151 the Buyer(s)'s sole opportunity to discover any existing defects prior to Closing. Buyer(s) waives any claim for an item warranted
152 by the Seller(s) if Buyer(s) becomes aware of such claim during the Inspection Period and does not notify the Seller(s) in writing
153 of such. Buyer(s) specifically releases, holds harmless, and indemnifies Broker(s) from any liability for any defects in the
154 Property. If Buyer(s) requests repairs, Buyer(s) shall provide Seller(s) and Broker(s) upon receipt, at no cost, copies of all reports
155 concerning the Property obtained by Buyer(s).

157 MEGAN'S LAW DISCLOSURE: If Buyer(s) desires to obtain information regarding persons required to register as sexual
158 offenders under North Dakota Law, Buyer(s) must contact the ND Attorney General's office, or access the Attorney
159 General's web site at <http://www.sexoffender.nd.gov/>.

161 DEFAULT: If Seller(s)'s title is marketable or insurable and Buyer(s), contrary to this agreement, fails, neglects or refuses to
162 complete the Purchase within ten (10) days after title is proven marketable or insurable, or by the closing date, whichever is later,
163 then, at Seller(s)'s option either the earnest money shall be forfeited to Seller(s) as liquidated damages, since the parties agree the
164 calculation of damages to Seller(s) would be difficult to ascertain with certainty and since parties further agree that the amount of
165 liquidated damages is a reasonable attempt to estimate damages which will be suffered by the Seller(s), and this Agreement
166 thereupon shall be of no further binding effect; or Seller(s) may demand and pursue any and all other remedies including but not
167 limited to actual damages or specific performance of this agreement. If Seller(s), contrary to this Agreement, fails, neglects or
168 refuses to perform as agreed, Buyer(s) may demand and pursue any and all remedies including, but not limited to, specific
169 performance of this Agreement. A claim of either party for specific performance, or the Seller(s)'s claim to the earnest money as
170 liquidated damages, shall be waived, unless legal proceedings are commenced within three (3) months after scheduled date of
171 closing; further, unless the Seller, delivers copies of documents evidencing the Seller's commencement of legal proceedings to
172 claim the earnest money to the Broker who has possession of the earnest money within said three-month time period, then the
173 Broker, who has possession of the earnest money, shall be authorized to return the earnest money to the Buyer, free of any claim
174 by the Seller. Retention of earnest money in any Broker's trust account pending resolution of the default shall not constitute an
175 election of remedies by either party or prejudice their rights to pursue any and all other remedies including, but not limited to,
176 specific performance.

177
178 Buyer(s) Initials: [JF] [MS] Date: 08/28/2020 Seller(s) Initials: _____ Date: _____ (Rev. 9/19)
179



180 **CONTINGENCIES:** All applicable contingencies must be initialed by Buyers and Sellers. This purchase agreement is subject to
 181 the satisfaction of those contingencies which are initialed below by both parties.
 182

183 **Buyer(s) and Seller(s) agree that, by 5 p.m. on (date) n/a (contingency completion date), all**
 184 **contingencies agreed to in items 1 through 10 below shall be addressed to completion. If Seller is obligated to provide**
 185 **documents to Buyer, the contingency completion date shall be extended so that Buyer has a minimum of 48 hours following**
 186 **receipt of all such documents within to deliver notice of termination.**
 187

188 Under the following contingencies, the Buyer, or the Seller, or in certain instances either party, has the option to terminate the purchase
 189 agreement; said option to be exercised by giving written notice by the contingency completion date. If such written notice is
 190 given by the contingency completion date the Buyer(s) shall receive a full refund of the earnest money. If written notice is not
 191 given by the contingency completion date by a party which had the option to terminate the purchase agreement, then the option to
 192 terminate the purchase agreement under the applicable contingencies are deemed to be waived. (See "Default" section.)

BUYERS AND SELLERS MUST INITIAL ALL APPLICABLE CONTINGENCIES.	BUYER(S) INITIALS	SELLER(S) INITIALS
1. PROPERTY CONDITION STATEMENT: Seller(s) to provide Buyer(s) with a Property Condition Statement. Buyer to review Property Condition Statement. If Buyer does not approve the Property Condition Statement, Buyer has the option to terminate this purchase agreement.		
2. INSPECTIONS: Buyer to complete inspections of Buyer(s) choice. If Buyer does not approve the results of the inspections, Buyer has the option to terminate this purchase agreement. Inspections and tests to be conducted at Buyer's Expense : (check all that apply): Septic System <input type="checkbox"/> Well <input type="checkbox"/> Other <input type="checkbox"/>		
3. FLOOD PLAIN: Buyer(s) to obtain flood plain verification. If Buyer does not approve the results of the flood plain verification, Buyer has the option to terminate this purchase agreement.		
4. LEASES: Seller(s) to provide copies of current leases to Buyer. If Buyer does not approve the leases, Buyer has the option to terminate this purchase agreement.		
5. REGISTERED SEX OFFENDERS: Buyer(s) investigation of the possible presence of registered sex offenders in the vicinity of the property. If Buyer does not approve the findings regarding registered sex offenders, Buyer has the option to terminate this purchase agreement.		
6. RESTRICTIONS AND COVENANTS: Buyer(s) to obtain and review any government and/or private use restrictions and restrictive covenants. If Buyer does not approve the use restrictions or covenants, Buyer has the option to terminate this purchase agreement.		
7. WATER QUALITY TESTS: Buyer(s) obtain water quality tests, at Buyer(s) expense. If Buyer does not approve the results of the water quality tests, Buyer has the option to terminate this purchase agreement.		
8. SURVEY: Buyer(s) to obtain a survey of the property, conducted at (check one): <input type="checkbox"/> Buyer's expense or <input type="checkbox"/> Seller's expense. If Buyer does not approve the results of the survey, Buyer has the option to terminate this purchase agreement.		
9. PLANS AND PERMITS: Buyer(s) to obtain all necessary plans and permits for one or more of the following purposes: building plans and specifications, proposed subdivision development plans, rezoning or use permits, approval of building plans and/or specification in accordance with any recorded subdivision covenants, and approval of the architectural control committee. If Buyer does not obtain said plans and permits, Buyer has the option to terminate this purchase agreement.		
10. SOIL TESTS: Buyer(s) to obtain soil tests and percolation tests at <input type="checkbox"/> Buyer's expense or <input type="checkbox"/> Seller's expense. If Buyer does not approve the test results, Buyer has the option to terminate this purchase agreement.		

193 **OTHER CONTINGENCIES:**

194 **A. APPRAISAL CONTINGENCY:** Buyer's obligation to purchase is contingent on the property appraising at or above the agreed upon purchase price.
 195 If this contingency fails, Buyer(s) has the option to terminate this purchase agreement.
 196

197 **B. 24/48/72 HOUR CONTINGENCY ADDENDUM: (check one)** **does** **does not apply** (see **attached addendum** made a part of this
 198 contract, if applicable).
 199

200 **C. CLOSING OF BUYER'S PROPERTY:** (This provision to be used if Buyer's property is under contract at the time of offer): **(check one)** **does**
 201 **does not apply** Buyer's obligation to purchase is contingent on closing of Buyer's property at (address)
 202 _____ Buyer(s) to provide written evidence within _____ days
 203 showing that Buyer(s) property has an accepted purchase agreement with qualified buyer and will close on or before closing of this Purchase
 204 Agreement. If Buyer(s) fails to provide such written evidence, the Seller(s), within _____ days following the deadline set forth in the previous
 205 sentence, may elect to terminate this Agreement, with earnest money to be returned to the Buyer(s).
 206

207 Buyer(s) Initials: [Handwritten Initials] Date: 08/28/2020 Seller(s) Initials: _____ Date: _____ (Rev. 9/19)
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PLEASE NOTE: Buyer(s) may incur additional charges for improving the property including, but not limited to hook-up and/or access charges, costs for sewer access, stubbing access, water access, park dedication, road access, utility connection, phone lines, connecting fees, curb cuts, and tree planting.

SPECIAL CONDITIONS:
-Any and all abstract or owner's title policy fees shall be furnished at the buyer's expense.
-Buyer acknowledges that the property may not have access to or from a public right of way, waives the right to demand such access and acknowledges that the seller is under no obligations to provide such access.

RELEASE OF BROKER(S): Seller(s) and Buyer(s) hereby expressly release, hold harmless and indemnify all Broker(s) in this transaction from any and all liability and responsibility, including but not limited to, the property condition, square footage, acreage, lot lines or boundaries, value, rent rolls, environmental problems, mold, water, sanitation systems, wind damage, hail damage, wood infestation and wood infestation report, compliance with building codes or other governmental regulations, or any other material matters relating to the Property.

AGENCY DISCLOSURE: Darren Schmidt (Agent Broker)
Brokerage Oaktree Realtors
Stipulates that she/he is representing the (Check one): Seller(s) Buyer(s) Neither Party Both Parties in this transaction. The listing agent or broker stipulates that she/he is representing the Seller(s) in this transaction.

APPOINTED AGENCY: Applies to in-house transactions only. Appointed agency (Check one): Does Does Not apply. If Broker has adopted appointed agency policy, dual agency may not apply. However, an appointed agent who singularly represents both Seller(s) and Buyer(s) in the same transaction is considered to be a disclosed dual agent owing fiduciary duties to both parties and must get permission from parties to act.

~~**DUAL AGENCY REPRESENTATION:** Dual agency representation (Check one): Does Does Not apply in this transaction. If dual agency does not apply, skip this entire section. If dual agency does apply, all parties must sign at the end of this section. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party.
Broker cannot act as a dual agent in this transaction without consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that:
(1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;
(2) Broker and its salespersons will not represent the interest of either party to the detriment of the other;
(3) within the limits of dual agency, Broker and the salespersons will work diligently to facilitate the mechanics of the sale; and
with the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salespersons to act as dual agents in the transactions.~~

Buyer(s) Signature	Date	Seller(s) Signature	Date
Jack Freidt			
Buyer(s) Signature	Date	Seller(s) Signature	Date
Marie Freidt			

Buyer(s) Initials: JK MF Date: 08/28/2020 Seller(s) Initials: _____ Date: _____ (Rev. 9/19)



267 This is an offer to purchase the Property. Unless acceptance is signed by Seller(s) and a signed copy delivered and received by
268 Buyer(s)'s Agent or Broker, or Buyer (if not represented) by (date) _____ at (time) _____ (Check
269 one): am pm CT, or unless this offer to purchase has been previously withdrawn by Buyer(s), this offer shall be deemed
270 withdrawn and the Buyer(s)'s earnest money shall be returned.

271 [AuthentiSIGN] 08/28/2020 [AuthentiSIGN] 08/28/2020
272 Jack Freidt Marie Freidt
273 Buyer's Signature Buyer's Signature
274 Jack Freidt Marie Freidt
275 Address Address
276 Address Address
277 City, State, Zip City, State, Zip
278
279
280

281 ACCEPTANCE

282 A Counter Offer(s) (Check one): Is Is not attached and is incorporated herein by reference. Seller(s) and Buyer(s) must
283 sign both the Contract and the Counter Offer(s). If there is a conflict between this Contract and the Counter Offer(s), the provisions
284 of the Counter Offer shall be controlling.

285
286 The Listing Broker, or, if applicable, Seller's Appointed Agent is representing (check one): the Seller(s) exclusively; or
287 both the Buyer(s) and Seller(s).

288
289 Listing Broker's name, or, if applicable, Seller's Appointed Agent's name: _____

290
291 Brokerage: _____ Telephone: _____

292 The undersigned acknowledge receipt of a copy hereof and grant permission to Selling Broker to deliver a copy to Buyer(s)
293 Agent or, if the Buyer is not represented by an agent, to the Buyer.
294 The undersigned agree to sell the Property on the terms and conditions herein stated.

295
296
297
298 Seller's Signature Date Seller's Signature Date
299
300 Seller's Name Printed Seller's Name Printed
301
302 Seller's Address Seller's Address
303
304 City, State, Zip City, State, Zip

305
306
307 Marital status (REQUIRED by Title companies): _____

308
309 THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S). IF YOU DESIRE LEGAL, TAX, OR
310 STRUCTURAL ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

311 ©BISMARCK MANDAN BOARD OF REALTORS® MEMBER USE ONLY (REV. 09/19)

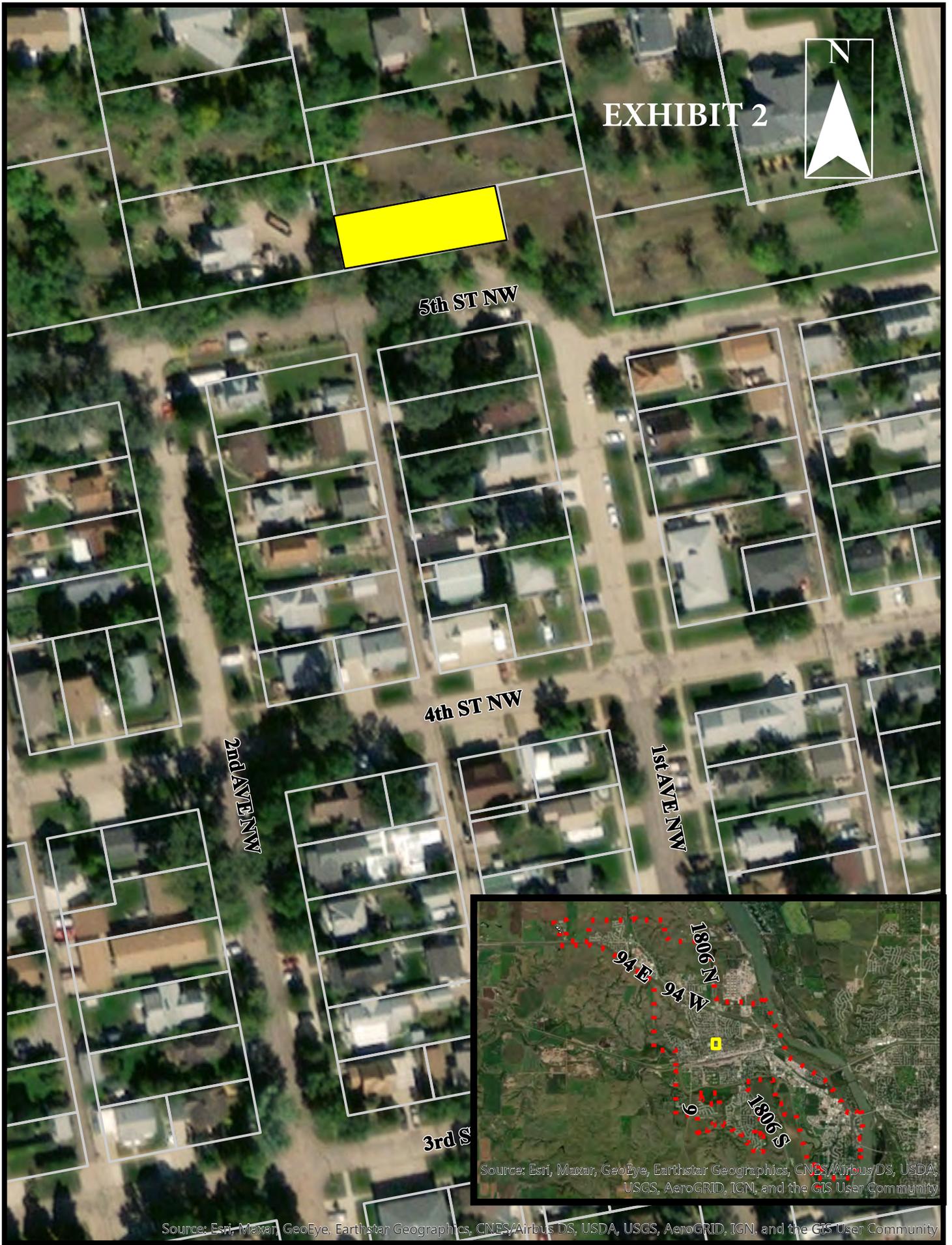


EXHIBIT 2



5th ST NW

4th ST NW

2nd AVENUE NW

1st AVENUE NW

3rd S



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 10, 2020
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Selection of Engineering Consultant for the 19th Street Trail, Phase II Project

STATEMENT/PURPOSE: To confirm the selection committee's qualifications based selection of SRF for consulting engineering related to the 19th Street Trail, Phase II project and enter into contract negotiations with them.

BACKGROUND/ALTERNATIVES: The DOT's Transportation Alternatives (TA) program has dedicated \$290,000 of grant funds towards the project. That is the maximum amount available for any single project under this program. Planning and design, followed by construction of this project is going to be a significant undertaking that is always much more rigorous when receiving federal funds as is the case with the TA program. Therefore, the Engineering Department needs a consultant engineer to partner with to properly execute.

We advertised for proposals starting in July and received proposals on August 14th. Two proposals came in by the deadline, those being from SRF and Sauber Engineering. We set up and interviewed these two firms on September 8th. We had four evaluators for this selection. After interviews and discussion, the selection team chose to move forward with negotiations with SRF. Pending commission ratification of that decision, we will negotiate a contract with SRF and bring back at a subsequent meeting for approval.

Given that this project is to receive federal funds and therefore has administrative requirements attached to that, we are focused on planning and design during much of 2021 for 2022 construction.

ATTACHMENTS:

- 1) Map of Trail Project
- 2) Selection team scoring results are available upon request.

Board of City Commissioners

Agenda Documentation

Meeting Date: September 15, 2020

Subject: Selection of Engineering Consultant for the 19th Street Trail, Phase II Project

Page 2 of 3

FISCAL IMPACT: No direct fiscal impact for this item. The conceptual estimate provided during application for this project is about \$590K. We have \$290K commitment from the TA program. We intend to special assess the remaining amount to benefitting properties through a special assessment district. The rough draft of this district that was presented before we started Phase I is available upon request. As drafted and estimated, the assessment district would require a total of \$163 or \$326 from residential property within the district depending on level of access to the improvement.

STAFF IMPACT: Minimal

LEGAL REVIEW: All documents have been forwarded to the City Attorney.

RECOMMENDATION: Approve the selection of SRF, and authorize engineering staff to negotiate for the 19th Street Trail, Phase II engineering services contract.

SUGGESTED MOTION: I move to confirm the selection of SRF, and authorize engineering staff to negotiate for the 19th Street Trail, Phase II engineering services contract with them.





FREE FALL LANDFILL WEEK PROCLAMATION

September 21st – September 26th, 2020

HEREAS, This fall a special week has been set aside to encourage city wide clean-up effort; and

WHEREAS, Experience has shown that the efforts put forth during this week help to prevent accidents and fires and does much to promote a clean, attractive community; and

WHEREAS, The citizens of Mandan can participate in this program to the common benefit of the individual property owners and the community as a whole.

NOW THEREFORE, I, TIMOTHY A. HELBLING, President of the Board of City Commissioners of the City of Mandan, do hereby proclaim the week of September 21st – September 26th, 2020 to be

FREE FALL LANDFILL WEEK

In the City of Mandan and do urge all citizens to participate in the efforts to keep Mandan the clean and attractive community that it is.

Signed this 15th day of September, the year 2020

Timothy A. Helbling,
President,
Board of City Commissioners

Attest:

James Neubauer City Administrator



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 11, 2020
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Resolution establishing rates and charges for services from the Water and Sewer Utility Fund.

PURPOSE

To consider the Resolution establishing rates and charges for services from the Water and Sewer Utility Fund.

BACKGROUND

Water and Wastewater Base Charge

- Raw Water Intake Project = \$36.6M
 - Cost share funding with ND State Water Commission = \$22.1M?
 - Local cost share = \$14.5M?
 - Marathon Petroleum = \$7.25M
 - City of Mandan = \$7.25M
 - \$4.40/month/residential account
 - ✓ 2020 Budget = \$1.55
 - ✓ 2021 Budget = \$2.15 - \$0.20 (revenue bonds retired) = \$1.95
 - ✓ 2022 Budget = \$0.70

To finance the City cost share (\$7.25M) of the Project, the City will apply for a loan from the State Revolving Fund Program (SRF) through the North Dakota Public Finance Authority. The loan will be for a period of 20 years at an interest rate of 1.5% plus a 0.5% administrative fee. The loan will be repaid from the increase in the Base Charge.

ATTACHMENT

Resolution establishing rates and charges for services from the Water and Sewer Utility Fund.

Board of City Commissioners

Agenda Documentation

Meeting Date: September 15, 2020

Subject: Resolution establishing rates and charges for services from the Water and Sewer Utility Fund.

Page 2 of 2

FISCAL IMPACT

The monthly increase in the Water and Wastewater Base Charge per Meter:

- Single Family Dwelling (1 unit) = \$1.95
- Mobile Home (1 unit) = \$1.95
- Duplex (2 units) = \$3.90
- Other Multiple Family (3+ units) = \$5.85
- Commercial and Industrial Enterprises = \$3.90
- Apartment and Commercial/Apartment Combination = \$5.85

The increases above were included in the City's 2021 Budget.

STAFF IMPACT

None

LEGAL REVIEW

The rates and charges were prepared in accordance with the Mandan Code of Ordinances.

RECOMMENDATION

To approve the Resolution establishing rates and charges for services from the Water and Sewer Utility Fund.

SUGGESTED MOTION

Move to approve the Resolution establishing rates and charges for services from the Water and Sewer Utility Fund.

RESOLUTION ESTABLISHING RATES AND CHARGES FOR SERVICES FROM THE WATER AND SEWER UTILITY FUND

BE IT RESOLVED by the Board of City Commissioners of the City of Mandan, North Dakota, pursuant to the provisions of the Mandan Code of Ordinances, that the following monthly rates and charges are hereby established for services from the Water and Sewer Utility Fund:

a) Water and Wastewater Base Charge per Meter

- 1) ~~\$28.85~~ \$30.80 for each single family dwelling
- 2) ~~\$28.85~~ \$30.80 for each mobile home
- 3) ~~\$57.70~~ \$61.60 for each duplex unit
- 4) ~~\$86.55~~ \$92.40 for all other multiple family units
- 5) ~~\$57.70~~ \$61.60 for all commercial and industrial enterprises
- 6) ~~\$86.55~~ \$92.40 for all apartment and commercial/apartment combination

b) Water Usage Charge per Meter

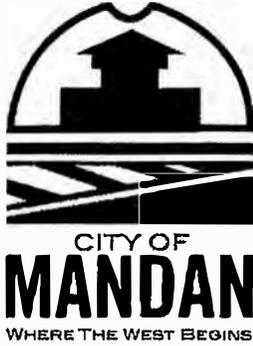
- 1) Plus a water consumption charge shall be added at the rate of \$2.90 per one hundred cubic feet on each month's consumption as registered on each meter during the preceding monthly billing period.
- 2) The Missouri West Water System shall be charged at the rate of \$1.89 per one thousand gallons of water used as registered on each meter.

c) Wastewater Usage Charge per Meter

- 1) For wastewater disposal service there shall be a charge of \$1.65 per one hundred cubic feet of water used except that for the billing statements prepared during the months of May through October the charge for residential wastewater disposal service shall not exceed the charge based upon the average water usage used during the months of December through March.
- 2) Industrial users will be levied a volume charge of \$1.65 per one hundred cubic feet of water used. Industrial users will also be levied a charge of \$.06 per pound of suspended solids and \$.10 per pound of five-day, twenty-degree Centigrade BOD.
- 3) Separate meter for lawn watering purposes only will not be charged for wastewater usage.

d) Stormwater Base Charge per Meter or Structure

- 1) \$2.00 for each meter or structure.



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 11, 2020
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Resolution establishing rates and charges for services from the Solid Waste Utility Fund.

PURPOSE

To consider the Resolution establishing rates and charges for services from the Solid Waste Utility Fund.

BACKGROUND

Solid Waste Collection and Hauling Base Charge

- \$0.05 increase per month.
 - Residential solid waste collection and hauling services.
 - Agreement with Armstrong Sanitation & Roll-Off expires on October 31, 2027.

Solid Waste Recycling Base Charge

- \$1.00 increase per month.
 - Residential single-sort recycling services.
 - Contract with Waste Management expires on December 31, 2025.

The Public Works department is also recommending an increase in certain charges at the Landfill.

• Tires:	<u>Resident</u>	<u>Commercial/Non-Resident</u>
○ Auto Tires	\$2.00 <u>\$3.00</u>	\$4.00 <u>\$5.00</u>
○ Truck Tires	\$5.00 <u>\$6.00</u>	\$7.00 <u>\$8.00</u>
○ Tractor Tires	\$10.00 <u>\$12.00</u>	\$15.00 <u>\$17.00</u>

ATTACHMENT

Resolution establishing rates and charges for services from the Solid Waste Utility Fund.

FISCAL IMPACT

- The monthly increase in the Solid Waste Collection and Hauling Base Charge per family living unit = \$0.05
- The monthly increase in the Solid Waste Recycling Base Charge per family living unit = \$1.00
- Landfill – using 2019 full calendar year to estimate 2021 revenue increase:

<u>2019 vs. 2021</u>	<u>2019 Resident</u>	<u>2019 Non-resident</u>	<u>2021 Resident</u>	<u>2021 Non-resident</u>
Auto Tires:	\$2,422	\$2,224	\$3,633	\$2,780
Truck Tires:	\$70	\$238	\$84	\$272
Tractor Tires:	\$60	\$30	\$72	\$34

The increases above were included in the City's 2021 Budget.

STAFF IMPACT

None

LEGAL REVIEW

The rates and charges were prepared in accordance with the Mandan Code of Ordinances.

RECOMMENDATION

To approve the Resolution establishing rates and charges for services from the Solid Waste Utility Fund.

SUGGESTED MOTION

Move to approve the Resolution establishing rates and charges for services from the Solid Waste Utility Fund.

**RESOLUTION ESTABLISHING RATES AND CHARGES FOR SERVICES FROM THE
SOLID WASTE UTILITY FUND**

BE IT RESOLVED by the Board of City Commissioners of the City of Mandan, North Dakota, pursuant to the provisions of the Mandan Code of Ordinances, that the following rates and charges are hereby established for services from the Solid Waste Utility Fund:

- 1) Residential area. For garbage and rubbish collection and disposal services for residential areas, there shall be a charge of ~~\$11.60~~ \$11.65 per month, per family living unit. Residents who deliver garbage and rubbish, excluding inert materials, to the Mandan Municipal Landfill Facility will be charged \$49.00 per ton and will be charged a minimum of \$8.00. For curbside recycling collection and disposal services for residential areas provided with 96 gallon totes, there shall be a charge of ~~\$6.15~~ \$7.15 per month, per family living unit.

- 2) Non-residential area. For garbage and rubbish disposal services for non-residential establishments, there shall be a charge of \$49.00 per ton. Non-residents who deliver garbage and rubbish, excluding inert materials, to the Mandan Municipal Landfill Facility will be charged a minimum of \$10.00.

3) <u>Other disposal charges:</u>	<u>Resident</u>		<u>Commercial/ Non-resident</u>	
a) Major appliances and furniture	\$7.00		\$10.00	
b) Refrigerated appliances	\$20.00		\$25.00	
c) Tires:				
Auto	\$2.00	<u>\$3.00</u>	\$4.00	<u>\$5.00</u>
Truck	\$5.00	<u>\$6.00</u>	\$7.00	<u>\$8.00</u>
Tractor	\$10.00	<u>\$12.00</u>	\$15.00	<u>\$17.00</u>
d) Minimum charge inert (includes scale usage)	\$5.00		\$7.00	
e) Minimum monthly charge for services billed on account (includes scale usage)	\$5.00		\$5.00	
f) Untarped and unsecured garbage	\$20.00		\$20.00	
g) Electronics	\$5.00		\$7.00	
h) Mobile homes	\$200.00		\$200.00	

Grass clippings and leaves are exempt from all charges.

- 4) Inert materials. For disposal of inert materials there shall be a charge of \$15.00 per ton for Mandan Residents and \$35.00 per ton for Commercial and Non-Residents. Inert materials shall be materials so defined by the North Dakota State Department of Health including trees, lumber, demolition lumber, wooden furniture, metal, bricks, concrete, bottom ash from coal fired boilers and asphalt roofing. For separated, burnable wood materials there shall be a charge of \$20.00 per ton for Commercial and Non-Residents, this does not include painted, stained or sealed wood or railroad ties.

- 5) No motor vehicle bodies or dangerous, flammable or hazardous material may be deposited at the Mandan Municipal Landfill Facility.



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 2, 2020
SUBMITTING DEPARTMENT: Public Works - Cemetery
DEPARTMENT DIRECTOR: Mitch L. Bitz
PRESENTER: Mitch Bitz, Director of Public Works
SUBJECT: Resolution establishing rates and charges for services from the Cemetery Fund.

PURPOSE

To consider the Resolution establishing rates and charges for services from the Cemetery Fund

BACKGROUND

The most significant fee increase is related to a clerical error, we try to maintain a spread of \$150 from resident to non-resident cemetery services and this was missed in error prior.

We also decreased the rate for patrons to purchase a Niche and included the first Niche opening and closing in the cost of the Niche. We did this in attempt to generate interest in the newly installed Columbarium

Lastly, we consolidated the afterhours and Saturday service charge to a flat fee of \$200.

ATTACHMENT

Resolution establishing rates and charges for services from the Cemetery Fund.

FISCAL IMPACT

Fiscal impact will be minimal

STAFF IMPACT

None

LEGAL REVIEW

The rates and charges were prepared in accordance with the Mandan Code of Ordinances.

Board of City Commissioners

Agenda Documentation

Meeting Date: September 15, 2020

Subject: Resolution establishing rates and charges for services from the Cemetery Fund

Page 2 of 2

RECOMMENDATION

To approve the Resolution establishing rates and charges for services from the Cemetery Fund.

SUGGESTED MOTION

Move to approve the Resolution establishing rates and charges for services from the Cemetery Fund.

RESOLUTION ESTABLISHING RATES AND CHARGES FOR SERVICES FROM THE CEMETERY FUND

BE IT RESOLVED by the Board of City Commissioners of the City of Mandan, North Dakota, pursuant to the provisions of the Mandan Municipal Code, that the following rates and charges are hereby established for services from the Cemetery Fund:

Traditional Burial Resident Rates

	<u>Grave Rights</u>	<u>Opening and Closing</u>	
		<u>Summer</u>	<u>Winter</u>
Full Grave - Per Space	\$600	\$600	\$750
Half Grave - Per Space	\$400	\$400	\$550
Full Grave - Disinterment	\$1,200	(Available June 1 st through October 31 st)	
Half Grave - Disinterment	\$800	(Available June 1 st through October 31 st)	

Traditional Burial Non-Resident Rates

	<u>Grave Rights</u>	<u>Opening and Closing</u>	
		<u>Summer</u>	<u>Winter</u>
Full Grave - Per Space	\$700	\$750	\$800 <u>\$900</u>
Half Grave - Per Space	\$500	\$500	\$650
Full Grave - Disinterment	\$1,200	(Available June 1 st through October 31 st)	
Half Grave - Disinterment	\$800	(Available June 1 st through October 31 st)	

Columbarium Resident Rates

	<u>Location Rights</u>	<u>Additional Opening and Closing</u>	
Niche - Per Space	\$1,200 <u>\$800</u>	\$400	Resident
<u>(Niche price includes 1st opening/closing)</u>			
<u>(Patron is responsible for tile engraving)</u>			

Columbarium Non-Resident Rates

	<u>Location Rights</u>	<u>Additional Opening and Closing</u>	
Niche - Per Space	\$1,300 <u>\$900</u>	\$550 <u>\$500</u>	Non-Resident
<u>(Niche price includes 1st opening/closing)</u>			
<u>(Patron is responsible for tile engraving)</u>			

Scatter Garden Resident Rates
(If services are available)

Scatter Garden usage – with name inscription	\$200
Scatter Garden usage – no name inscription	\$50

Scatter Garden Non-Resident Rates
(If services are available)

Scatter Garden usage – with name inscription	-	\$250
Scatter Garden usage – no name inscription		\$75

Vault Rental

\$50 per day with a minimum charge of \$100.

In addition to the above standard charges, the following amounts will be charged for ~~openings and closings~~ services performed on Saturday and any burial after 3:00 p.m.:

- \$200 ~~for standard size graves (adult)~~
- \$100 ~~for half-size graves (infant, stillborn and urns)~~

BE IT FURTHER RESOLVED that the rates and charges for services from the Cemetery Fund shall be effective as of January 1, 2021.

Dated this 15th day of September, 2020

President, Board of City Commissioners

Attest:

City Administrator



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 3, 2020
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Mitch Bitz
PRESENTER: Mitch Bitz, Director of Public Works
SUBJECT: Resolution establishing rates and charges administered by the Public Works Department

PURPOSE

To consider the Resolution establishing rates and charges for services provided by Public Works

BACKGROUND

All rate changes are illustrated with the old rate having a strike through and new rates are all indicated by being underlined

ATTACHMENT

Resolution establishing rates and charges for the Public Works Department.

FISCAL IMPACT

Fiscal impact will be minimal

STAFF IMPACT

None

LEGAL REVIEW

The rates and charges were prepared in accordance with the Mandan Code of Ordinances.

RECOMMENDATION

To approve the Resolution establishing rates and charges for the Public Works Department.

SUGGESTED MOTION

Move to approve the Resolution establishing rates and charges for the Public Works Department.

RESOLUTION ESTABLISHING RATES AND CHARGES FOR THE PUBLIC WORKS DEPARTMENT

BE IT RESOLVED by the Board of City Commissioners of the City of Mandan, North Dakota, pursuant to the provisions of the Mandan Municipal Code, that the following rates and charges are hereby established for services of the Public Works Department

**2021
CITY OF MANDAN
DEPARTMENT OF PUBLIC WORKS
FEES AND SERVICES**

<u>Machine/Manpower</u>		<u>Cost</u>
2 Ton Truck		\$ 85 per hour
Tandem Truck		\$110 per hour
Backhoe		\$150 per hour
Backhoe with Jackhammer		\$175 per hour
Bucket Truck		\$150 per hour
Utility Pickup		\$40 per hour
<u>Pull-behind Trailer</u>		<u>\$30 per hour</u>
Maintainer		\$120 <u>150</u> per hour
Loader		\$400 <u>125</u> per hour
Blower with Loader		\$180 <u>200</u> per hour
Bobcat/ <u>Toolcat</u>		\$ 80 <u>100</u> per hour
Winch Truck		\$120 per hour
Sweeper		\$400 <u>125</u> per hour
Generator		\$ 50 per hour
		\$375 per day
Tractor/Mower		\$75 per hour
Riding Mower		\$45 per hour
<u>Chain Saw</u>		<u>\$45 per hour</u>
Equip. Operator	Reg	\$31 per hour
	O.T.	\$47 per hour
Street Superintendent	Reg	\$384 <u>44</u> /hr
	O.T.	\$576 <u>66</u> /hr

Asphalt Repair \$150 per ton/includes Roller
and Manpower

Durapatcher \$275 per hour (includes labor & material)

Utility Operator Reg \$33 per hour

O.T. \$49 per hour

Utility Superintendent Reg \$44 per hour

O.T. \$66 per hour

Administrative Fee \$50

Water Taps 1" - \$55 ea.

1 1/2" - \$70 ea.

2" - \$90 ea.

Turn on/off Curb Stops 8:00AM to 4:00PM (Monday–Friday) – \$50 to disconnect
After hours, weekends or holidays – \$50 + ~~\$75~~100 (call out) to disconnect
8:00AM to 4:00PM (Monday–Friday) – \$50 to hook-up
After hours, weekends or holidays – \$50 + ~~\$75~~100 (call out) to hook-up

<u>Service</u>	<u>Summer Cost</u>	<u>Winter Cost</u>
Replace Curb Stop	per Hour –\$2,000 Maximum	per Hour –\$2,500 Maximum
Replace Box/Rod	per Hour –\$1,000 Maximum	per Hour –\$1,200 Maximum
Adjust Curb Stop	per Hour –\$ 250 Maximum	per Hour - \$ 400 Maximum

Hydrant Meter Hookup \$40

Hydrant Meter ~~\$450~~650 Deposit

\$50 + water usage

Weed Control

Light duty mowing (developed lots) \$150 Fee + \$150 per hour, 1
hour minimum

Heavy duty mowing (undeveloped lots) ~~\$150 Fee + \$150 per hour, 1~~
~~hour minimum~~

Lot Cleanup

\$ 150 Fee + Labor,
Equipment, & Disposal 1 hour
minimum

Forestry Services

\$300 per hour, 1 hour minimum

Residential Snow Removal Services

\$150 Fee + \$150 per hour, 1
hour minimum

BE IT FURTHER RESOLVED that the rates and charges of the Public Works Department shall be effective as of January 1, 2021.

Dated this 15th day of September, 2020

President, Board of City Commissioners

Attest:

City Administrator



Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 9, 2020
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: Second and Final Consideration of Ordinance 1350
Related to a Zoning Amendment from RM
Residential and MC Industrial to CB Commercial

STATEMENT/PURPOSE: Consider approval of the second and final consideration of Ordinance 1350 related to a zoning map amendment (rezone) from RM Residential and MC Industrial to CB Commercial.

BACKGROUND/ALTERNATIVES:

The applicant seeks to combine four (4) lots into one (1) and rezone the property for the purposes of commercial automotive sales (See Exhibits 1 and 2 showing the preliminary and final plats to be considered for approval at the September 15 meeting).

The property is located on the east side of 8th Ave. NW and north of I-94. The development abuts 8th Ave. NW, a collector road, and Old Red Trail NW, an arterial road. The future land use for the property is commercial and the CB Commercial zoning sought conforms to the land use plan for the area.

Adjacent property zoning is MC Industrial and CC Commercial.

Planning and Zoning Commission unanimously recommended approval of the rezone from RM Residential and MC Industrial to CB Commercial based on the findings in Exhibit 4. The first consideration was approved on September 1.

ATTACHMENTS:

Exhibit 1 – Foundation Addition Preliminary Plat
Exhibit 2 – Final Plat
Exhibit 3 – Ordinance 1350
Exhibit 4 – Findings

Board of City Commissioners

Agenda Documentation

Meeting Date: September 15, 2020

Subject: Second and Final Consideration of Ordinance 1350 related to a zoning amendment from RM Residential and MC Industrial to CB Commercial

Page 2 of 2

Exhibit 5 – Present Zoning and Future Land Use of Subject Property

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: Ordinance 1350 has been reviewed and approved by Attorney Oster.

RECOMMENDATION: Planning and Zoning Commission unanimously recommended approval of the rezone from RM Residential and MC Industrial to CB Commercial based on the findings in Exhibit 4.

SUGGESTED MOTION: I move to approve the second and final consideration of Ordinance 1350 as presented in Exhibit 3 based on the findings in Exhibit 4.

FINAL PLAT FOUNDATION ADDITION TO THE CITY OF MANDAN

EXHIBIT 2

A REPLAT OF PIONEER INDUSTRIAL PARK 1ST ADDITION BLOCK 2 LOTS 24 THROUGH 27 IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA

TO BE HEREAFTER KNOWN AS:

LOTS 1, BLOCK 1, FOUNDATION ADDITION TO THE CITY OF MANDAN, LYING IN SECTION 22, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MORTON COUNTY, NORTH DAKOTA

LEGEND

- FOUND MONUMENT
- SET MONUMENT
- PLAT BOUNDARY
- - - EXISTING LOT LINE

GRAPHIC SCALE IN FEET
NORSIC DATUM NAD83
VERT. DATUM NAVD83

BASE OF BEARINGS: BEARINGS SHOWN ARE GRID BEARINGS BASED ON NORTH DAKOTA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83, INTERNATIONAL FEET
DATE OF FIELD SURVEY: 20 MARCH 2020
DATE OF PLAT PREPARATION: 22 JULY 2020

OWNER:
BISMARCK ND SU RE LLC
211 HIGHLAND CROSS DRIVE SUITE 240
HOUSTON, TX 77073

SURVEYOR:
KEVIN G. NELSON, PE, PLS
MOUNTAIN PLAINS, LLC
1300 TACOMA AVE., SUITE A
BISMARCK, ND, 58504

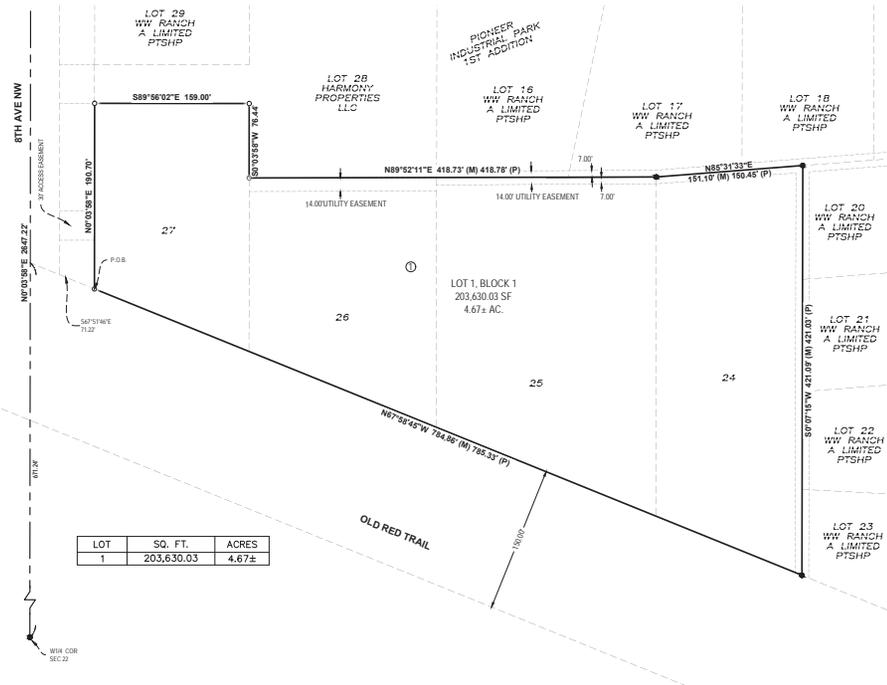
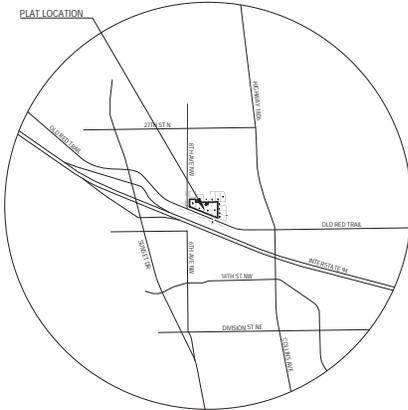
PLAT INFORMATION
EXISTING ZONING: LOTS 24, 26, 27: MC - HEAVY COMMERCIAL/LIGHT INDUSTRIAL RESTRICTED
LOT 25: RM - RESIDENTIAL MULTI-FAMILY DWELLINGS
PROPOSED ZONING: CB - COMMERCIAL

TOTAL ACREAGE: 4.67±

AREA OF MINIMUM FLOOD HAZARD: ZONE X PER FEMA MAP NUMBER 38059C0485E, EFFECTIVE ON 10/16/2015

BASES OF BEARING: NO STATE PLANE SOUTH ZONE NAD83 (3303), ADJUSTMENT 1984, UNIT OF MEASUREMENT IS INTERNATIONAL FEET.

1 MILE RADIUS LOCATION MAP
1" = 1500'



LOT	SQ. FT.	ACRES
1	203,630.03	4.67±

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PIONEER INDUSTRIAL PARK 1ST ADDITION BLOCK 2 LOTS 24 THROUGH 27 IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST PROPERTY CORNER OF SAID LOT 27; THENCE N00°03'59"E ALONG THE WEST LINE OF SAID LOT 27 A DISTANCE OF 190.78 FEET TO THE NORTHWEST PROPERTY CORNER OF SAID LOT 27; THENCE S89°58'02"E ALONG THE NORTH LINE OF SAID LOT 27 A DISTANCE OF 159.00 FEET TO THE NORTHEAST PROPERTY CORNER OF SAID LOT 27; THENCE S00°03'59"W ALONG THE EAST LINE OF SAID LOT 27 A DISTANCE OF 76.44 FEET TO THE NORTHWEST PROPERTY CORNER OF LOT 26; THENCE N89°52'11"E ALONG THE NORTH LINE OF LOTS 26 AND 24 A DISTANCE OF 418.73 FEET TO THE NORTHEAST PROPERTY CORNER OF SAID LOT 25; THENCE N85°31'33"E ALONG THE NORTH LINE OF LOT 24 A DISTANCE OF 151.10 FEET TO THE NORTHWEST PROPERTY CORNER OF SAID LOT 24; THENCE S00°07'15"W ALONG THE EAST LINE OF SAID LOT 24 A DISTANCE OF 421.09 FEET TO THE SOUTHEAST PROPERTY CORNER OF SAID LOT 24; THENCE N67°58'45"W ALONG THE SOUTH LINE OF SAID LOTS 24 - 27 A DISTANCE OF 784.86 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 4.67 ACRES MORE OR LESS.

OWNER'S CERTIFICATE AND DEDICATION

WE, THE UNDERSIGNED, BEING SOLE OWNERS OF THE LAND PLATTED HEREIN, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT AND DO DEDICATE ALL THE RIGHTS OF WAY SHOWN ON THIS PLAT FOR PUBLIC USE, AD CONSENT TO ANY ACCESS CONTROL TO THE PROPERTY AS SHOWN.

WE ALSO DEDICATE ALL EASEMENTS AS SHOWN ON THIS PLAT AS "ACCESS," "UTILITY," AND/OR "STORMWATER" TO RUN WITH THE LAND FOR PUBLIC AND PRIVATE UTILITIES OR SERVICES ON, ACROSS, OR ABOVE OR UNDER THOSE CERTAIN STRIPS OF LAND.

BISMARCK ND SU RE LLC
KEVIN KUTSCHINSKI - AGENT

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 2020.

NOTARY PUBLIC

COUNTY _____
MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

I, KEVIN G. NELSON, A REGISTERED LAND SURVEYOR, NORTH DAKOTA PLS NO. LS-3638, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE BY ME OR UNDER MY DIRECTION, AND THE INFORMATION SHOWN ON THIS MAP IS TRUE AND CORRECT, TO THE BEST OF MY ABILITY.

KEVIN G. NELSON
LS-3638



SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 2020.

NOTARY PUBLIC

COUNTY _____
MY COMMISSION EXPIRES: _____

APPROVAL OF CITY PLANNING COMMISSION

THE SUBDIVISION OF LAND SHOWN HEREON HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MANDAN, NORTH DAKOTA THIS ____ DAY OF _____, 2020 IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, AND THE ORDINANCES OF THE CITY OF MANDAN.

BILL ROBINSON - CHAIRMAN
NANCY MOSER - SECRETARY

APPROVAL OF THE BOARD OF CITY COUNCIL

THE CITY COUNCIL OF THE CITY OF MANDAN, NORTH DAKOTA HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THIS PLAT, HAS ACCEPTED THE DEDICATION OF ALL RIGHTS OF WAY AND PUBLIC EASEMENTS SHOWN THEREON, AND DOES HEREBY VACATE ANY PREVIOUS PLATTING WITHIN THE BOUNDARY OF THIS PLAT.

THE FOREGOING ACTION OF THE CITY COUNCIL OF THE CITY OF MANDAN, NORTH DAKOTA WAS APPROVED THE ____ DAY OF _____, 2020.

TIM HELBLING - MAYOR
JIM NEUBAUER - CITY ADMINISTRATOR

APPROVAL OF CITY ENGINEER

I, JUSTIN FROSTHEE, PE, CITY ENGINEER OF THE CITY OF MANDAN, NORTH DAKOTA, HEREBY APPROVE THIS PLAT THIS ____ DAY OF _____, 2020.

JUSTIN FROSTHEE, PE - CITY ENGINEER

EXHIBIT 3

ORDINANCE NO. 1350

AN ORDINANCE TO AMEND AND REENACT SECTION 105-2-2 OF THE MANDAN CODE OF ORDINANCES RELATING TO DISTRICT BOUNDARIES AND ZONING MAP OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA.

WHEREAS, The Mandan Land Use and Transportation Plan designates the subject property as Commercial; and

WHEREAS, Adjacent property to the west is zoned CC-Commercial and similar zoning would be appropriate; and

WHEREAS, Adjacent property to the north and east is zoned MC Industrial and commercial zoning would be appropriate; and

WHEREAS, The subject property abuts both arterial and collector roadways and is therefore conducive for commercial development; and

WHEREAS, Given the alignment with the Mandan Land use and Transportation designation, surrounding zoning either as commercial or for similar commercial purposes, and abutting roadways being arterial or collector roads and most suitable for commercial activity, the Planning and Zoning Commission recommended approval and the Board of City Commissioners affirms.

BE IT ORDAINED By the Board of City Commissioners of the City of Mandan, Morton County, North Dakota, as follows:

SECTION 1. ZONING AMENDMENT. Section 105-2-2 of the Mandan Code of Ordinances is amended to read as follows:

LOTS 24 THROUGH 27, BLOCK 2, PIONEER INDUSTRIAL PARK 1ST ADDITION IN THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA:

SAID TRACT OF LAND CONTAINING 4.67 ACRES, MORE OR LESS.

Said tract shall be removed from the RM Residential District and MC Industrial District and be included in the CB – Commercial District.

SECTION 2. RE-ENACTMENT. Section 105-2-2 of the Mandan Code of Ordinances is hereby re-enacted as amended. The city principal planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

Tim Helbling, President
Board of City Commissioners

Attest:

Jim Neubauer
City Administrator

Planning and Zoning Commission:
First Consideration:
Second Consideration and Final Passage:
Recording Date:

August 24, 2020
September 1, 2020
September 15, 2020

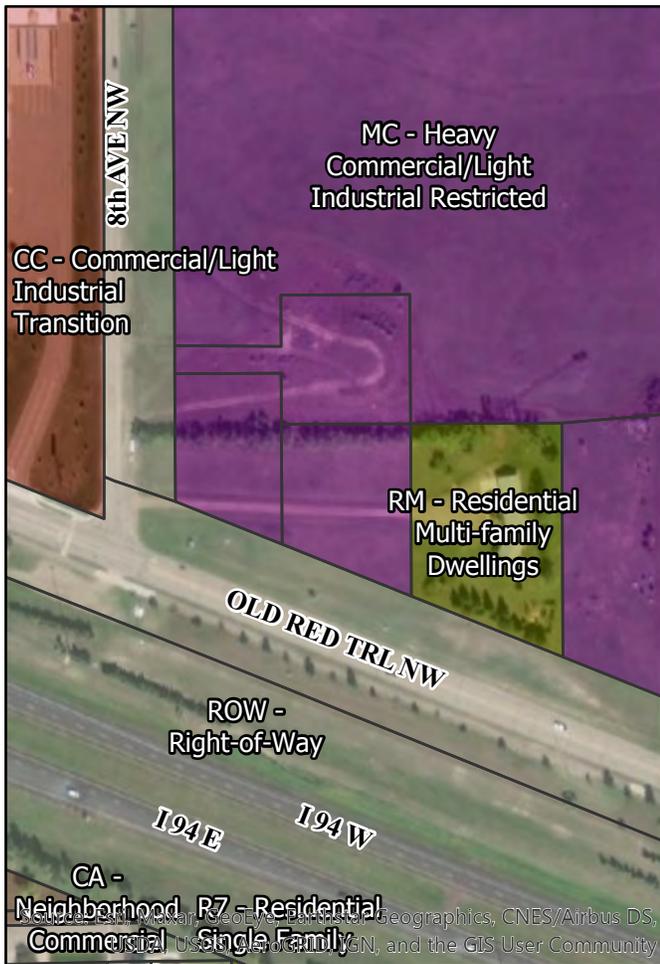
EXHIBIT 4

FINDINGS

- The Mandan Land Use and Transportation Plan designates the subject property as Commercial
- Adjacent property to the west is zoned CC-Commercial and similar zoning would be appropriate
- Adjacent property to the north and east is zoned MC Industrial and commercial zoning would be appropriate
- The subject property abuts both arterial and collector roadways and is therefore conducive for commercial development

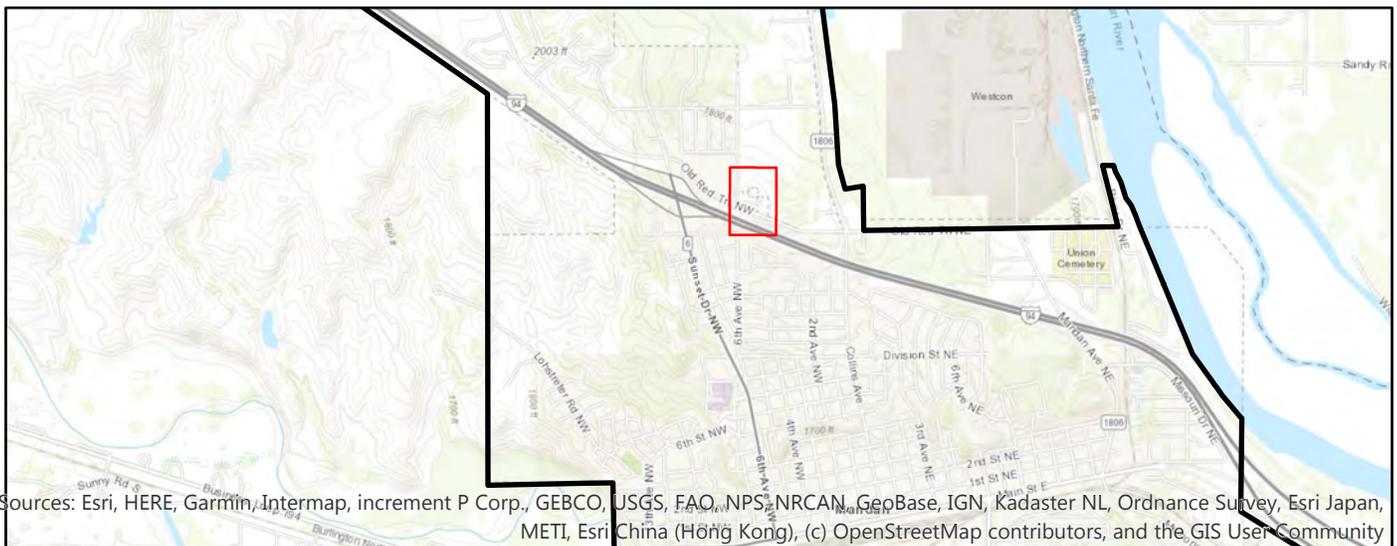
Lots 24 through 27 Pioneer Ind. Park 1st Present Zoning and Future Land Use

EXHIBIT 5



Present Zoning = RM Residential and MC Industrial

Future Land Use = Commercial





Board of City Commissioners

Agenda Documentation

MEETING DATE: September 15, 2020
PREPARATION DATE: September 11, 2020
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Financing Resolution for Street Improvement
District No. 213 Definitive Improvement Warrant,
Series 2020 (Southside Street Project)

PURPOSE

To consider the Financing Resolution for Street Improvement District No. 213 Definitive Improvement Warrant, Series 2020 (Southside Street Project)

BACKGROUND

On August 7, 2019, the Bank of North Dakota (BND) approved the City of Mandan's Infrastructure Revolving Loan Fund Application for the Project.

On August 20, 2019, the Board of City Commissioners approved the Loan from the BND for the Project.

On October 1, 2020, the City will close on the Loan from the BND for the Project.

On October 20, 2020, the Board of City Commissioners will approve the confirmation of the assessment list for Street Improvement District #213.

On October 21, 2020, the City will request payment for \$4,525,969 from the BND Infrastructure Revolving Loan Fund for the Project.

Before November 1, 2020, the City will certify the special assessments for Street Improvement District #213 to the Morton County Auditor.

ATTACHMENT

Financing Resolution for Street Improvement District No. 213 Definitive Improvement Warrant, Series 2020

FISCAL IMPACT

Project cost = \$6,025,969

Project funding:

- City of Mandan = \$1,500,000
 - Due to the decline in the Oil and Gas Gross Production Tax collected by the State of North Dakota, the City of Mandan's allocation of this revenue from the State's Municipal Infrastructure Fund is not available at this time. Consequently, the City will provide inter-fund loans of \$500,000 from the 1% City Sales Tax Fund and \$1,000,000 from the Solid Waste Utility Fund for the City's buy-down commitment for the Project. The inter-fund loans will be repaid to the respective Funds from the City's revenue collections from the State's Municipal Infrastructure Fund in the future.
- BND Infrastructure Revolving Loan Fund = \$4,525,969
 - The interest rate on the Loan is 2.00% for a term of 20 years.
 - The City will repay the Loan through the collection of special assessments from the Street Improvement District. The assessment period for this Project will be 20 years. The interest rate on the special assessments will be 3.50%, no assessment interest for the first year.

STAFF IMPACT

None

LEGAL REVIEW

Scott Wegner, Bond Counsel, prepared the Financing Resolution.

RECOMMENDATION

To approve the Financing Resolution for Street Improvement District No. 213 Definitive Improvement Warrant, Series 2020.

SUGGESTED MOTION

Move to approve the Financing Resolution for Street Improvement District No. 213 Definitive Improvement Warrant, Series 2020.

\$4,525,969
CITY OF MANDAN, NORTH DAKOTA
STREET IMPROVEMENT DISTRICT NO. 213
DEFINITIVE IMPROVEMENT WARRANT, SERIES 2020

FINANCING RESOLUTION

BE IT RESOLVED by the Board of City Commissioners (the "Commission") of the City of Mandan, North Dakota (the "City"), as follows:

SECTION 1. IMPROVEMENT DISTRICT.

1.01. It is hereby found, determined and declared that the City has heretofore duly created the following improvement district within the City:

Street Improvement District No. 213 (Project No. 2018-07)

(the "Improvement District") and has ordered, received and approved plans and specifications, and estimates of the cost, for the construction of the improvements in the Improvement District; that the Commission determined the necessity of constructing the improvements, and, where applicable, by petition or after giving the owners of property liable to be specially assessed therefor the opportunity provided by law to protest against the construction of the improvements, it was determined that protests sufficient to divest the City and the Commission with reference to the making of the improvements had not been filed or a petition having been received; that contracts for construction of the improvements have been duly awarded and executed; that the contracts and contractors bonds have been and are hereby approved; that the City possesses and has power to exercise through this Commission full and exclusive jurisdiction over all utilities, streets and places wherein the improvements are located; that the total cost of the improvements in excess of any other funds on hand and appropriated for the payment of such cost, including reimbursing other funds of the City for any amounts temporarily advanced to meet immediate expenses of the improvements is now estimated to be not less than \$4,525,969; that the total benefits to all lots, tracts and parcels of land liable to be specially assessed for benefits resulting from the improvements in the Improvement District will be in excess of the cost of the improvements to be assessed against the properties as herein provided; and that all acts, conditions, and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed preliminary to the issuance and sale of the improvement warrants to provide moneys to pay for the improvements have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required.

1.02. There is hereby created a special fund of the City for the Improvement District, designated as follows:

Street Improvement District No. 213 Fund

(the "Fund"). The Fund shall be held and administered by the City Administrator separate and apart from all other funds of the City and shall be continued and maintained as herein directed until all warrants issued thereon shall have been fully paid with interest. In the Fund there shall be maintained two separate accounts to be designated as the "Construction Account" and "Principal and Interest Account," respectively.

1.03. There shall be credited to the Construction Account in the Fund the proceeds of the sale of the Warrant issued against the Fund except the accrued interest and any other amounts required to be deposited into the Principal and Interest Account. All costs and expenses of making the improvements, including interest coming due during construction, costs of issuance and payment of temporary warrants, shall be paid from time to time as incurred and allowed from the Construction Account, upon construction account warrants signed by the President and City Administrator, and moneys in the Construction Account shall be used for no other purpose, provided, that if upon completion of the improvements and approval thereof by the Engineer for the City, and payment of all claims and expenses in respect to the improvement, there shall remain any unexpended balance in the Construction Account, such balances shall be transferred to the Principal and Interest Account of the Fund and handled and accounted for in the same manner as other moneys in that account.

As Warrant proceeds are needed for Improvement District costs, the City shall submit requests in accordance with Section 1.06 of the Loan Agreement. Loan advances shall be recorded on the grid on the back of the Warrant. Monies in the Construction Account from such proceeds and earnings shall be used for payment of the cost of the Improvement District and costs of issuance of the Warrant to include reimbursement to the City for advances made for such costs or to refund amounts borrowed for the Improvement District, and for no other purpose.

1.04. There shall be credited to the Principal and Interest Account in the Fund the accrued interest on the Warrant drawn on the Fund from the date of the Warrant to the date of delivery thereof to the purchaser, any reoffering premium, the entire amount of tax increments, special assessments, any utility revenues or tax revenues to be levied with respect to that improvement as herein agreed, and any balance remaining in the Construction Account after completion of the improvement. Moneys in the Principal and Interest Account shall be used only for payment of the principal of and interest on Warrant drawn against the Fund as such payments become due.

1.05. With respect to the Improvement District, the City covenants and agrees with all holders of the Warrant on the Fund of the Improvement District that it will perform, in accordance with law, all acts and things necessary for the final and valid levy of special assessments against properties within the Improvement District benefitted by the improvement, in an aggregate amount equal to the total cost of the improvements to the City, except any portion, not exceeding one-fifth (1/5) of the cost of the improvements and not exceeding any applicable constitutional or statutory debt limit, as the City may determine to pay by the levy of ad valorem taxes upon all taxable property within its corporate limits. Prior to November 1 of each year the City shall determine the amount of tax increments or other revenues, if any, to be appropriated to the Principal and Interest Account to pay the principal and interest on the Bonds coming due in the following year. The City shall direct the Morton County Auditor to reduce, by a proportionate amount, the total amount of

special assessments that would otherwise be placed on the tax lists of the City to the extent tax increments or other revenues are appropriated to pay the Warrant. In the event that the assessment should at any time be held invalid with respect to any lot or tract of land, due to any error, defect or irregularity in any action or proceeding taken or to be taken by the City or by the Commission or by any City officers or employees, whether in the making of the assessment or in the performance of any condition precedent thereto, the City and this Commission covenant and agree that they will forthwith do all such further acts and take all further proceedings as may be required by law to make such assessment a valid and binding lien upon such lot or tract. The City will continue to cause annual certification of balances of special assessments unpaid for the Improvement District to be certified for repayment over a period of years, subject to a reduction or extension of such period of time as may be deemed necessary by the City due to collection of assessments, with the first certification and for first collection in the years, as follows, and annually thereafter:

<u>Improvement District</u>	<u>Repayment Period (Years)</u>	<u>Year Of First Levy</u>	<u>Year Of First Collection</u>
Street Improvement District No. 213	20	2020	2021

Installments of the special assessments (and taxes, if any) from time to time remaining unpaid shall bear interest at the rate not exceeding one and one-half percentage points above the interest rate on the Warrant.

1.06. The total cost of the improvements for the Improvement District, including construction, engineering, administrative, any land or easement acquisition required, and other fees and all other expenses incidental to the completion of the improvements, are estimated to be not less than as follows:

<u>Fund</u>	<u>Principal Amount</u>
Street Improvement District No. 213	\$4,525,969

1.07. With respect to the Fund, the City hereby recognizes its obligation with respect to the Warrant drawn against the Fund, as set forth in Section 40-26-08, North Dakota Century Code ("N.D.C.C."), that whenever all tax increments, special assessments, utility revenues and taxes, if any, theretofore collected for the improvements are insufficient to pay principal of or interest then due on the Warrant, this City Commission shall thereupon levy a tax upon all taxable property in the City for the payment of such deficiency; provided, that if the Warrant has been exchanged for refunding improvement bonds pursuant to the provisions of Chapter 40-27, N.D.C.C., such deficiency tax may be made payable in the years and amounts required to pay the principal of and interest on the refunding improvement bonds as the same become due. Nothing herein contained shall be deemed to limit the power of the City and this Commission under the provisions of the Section 40-26-08, N.D.C.C., to levy a general tax in anticipation of a deficiency considered likely to occur in the Fund within one year, and it is hereby declared to be the policy of the City that the Commission will annually review the current requirements and resources of the Fund, at the time of the preparation of and hearing on the budget, in accordance with the provisions of Chapter

40-40, N.D.C.C., to the end that provision may be made in each annual budget for any deficiency in the Fund which is deemed likely to occur within one year. Such taxes levied in accordance with the provisions of this paragraph in payment of a deficiency, or in anticipation of a deficiency, shall be paid upon collection into the Principal and Interest Account of the Fund and applied as provided in paragraph 1.04 hereof.

SECTION 2. AUTHORIZATION AND SALE OF WARRANT.

2.01. Pursuant to Chapters 40-22 through 40-27 of the N.D.C.C., the City hereby authorizes the issuance of its Definitive Improvement Warrant, Series 2020 in the principal amount of not to exceed FOUR MILLION FIVE HUNDRED TWENTY FIVE THOUSAND NINE HUNDRED SIXTY NINE DOLLARS (\$4,525,969) (the "Warrant") for the purpose of financing the construction of necessary street infrastructure in the Improvement District.

2.02. The Commission has received a proposed Loan Agreement (the "Loan Agreement"), from the Bank of North Dakota ("BND"), to purchase the Warrant upon the terms and conditions set forth therein and in the BND Commitment Letter dated August 7, 2019, as amended on July 22, 2020. The Commission hereby finds and determines the Loan Agreement to be in the best interest of the City and hereby accepts the Loan Agreement and instructs the President and City Administrator to execute the Loan Agreement on behalf of the City. The Loan Agreement is hereby incorporated by reference and the sale of the Warrant is hereby awarded to BND. The City shall comply with all terms and provisions of the BND Commitment Letter.

SECTION 3. WARRANT TERMS, EXECUTION, AND DELIVERY.

3.01. The Warrant shall be designated Definitive Improvement Warrant, Series 2020, dated October 1, 2020, shall be issued in fully registered form, shall be payable through semi-annual installments of interest during the construction period, if any, and thereafter shall be payable through semi-annual installments of interest and annual installments of principal on the dates, and in the respective years and amounts set forth on the amortization schedule attached to the Warrant ("Mandatory Payment Dates"), as the same may be revised from time to time by BND, and shall bear interest on the outstanding principal amount of the Warrant from the date advanced until paid at a fixed rate of 2.00%.

The City may prepay the Warrant in whole or in part, without incurring any penalty, on any date at a price equal to 100% of the principal amount to be repaid, together with accrued interest thereon to the redemption date.

The principal amount of a partial prepayment may, in the sole option and discretion of the City, (i) be applied to a future principal payment of the Warrant in a manner determined by BND, or (ii) be applied to reduce each unpaid principal installment required with respect to the Warrant in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be re-amortized to provide proportionately reduced principal payments in each year).

The Warrant shall initially be issued as a single fully registered warrant registered in the name of BND or its assigns.

3.02. The Warrant shall be printed under the direction of the City Administrator, and shall be executed on behalf of the City by the manual or facsimile signatures of the President and the City Administrator. When the Warrant has been so prepared and executed, the City Administrator shall deliver the same to the Bank of North Dakota in accordance with the Loan Agreement. As proceeds are needed for Improvement District costs, the City shall submit requests in accordance with Section 1.06 of the Loan Agreement. Loan advances shall be recorded on the grid on the back of the Warrant.

3.03. Books for the registration and for the transfer of the Warrant as provided in this Resolution shall be kept by the City Administrator, who is hereby appointed the Registrar and Paying Agent of the City for the Warrant. Upon surrender for transfer of any Warrant at the principal office of the Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the City shall execute and the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Warrant for a like aggregate principal amount.

The Registrar shall not be required to (i) transfer or exchange the Warrant during the period of 15 days next preceding any Mandatory Payment Date or, (ii) transfer or exchange a Warrant selected, called, or being called for redemption in whole or in part.

SECTION 4. FORM OF WARRANT.

4.01. The Warrant shall be printed in substantially the form on file with the City Administrator.

SECTION 5. SINKING FUND AND PLEDGE.

5.01. So long as the Warrant is outstanding and unpaid, the City Administrator shall maintain the Principal and Interest Account as a sinking fund, which may be a separate and special bookkeeping account on the official books and records of the City, to be used for no purpose other than the payment of the principal of and interest on the Warrant and such other obligations of the City as have been or may be directed to be paid from the Principal and Interest Account. The Principal and Interest Account shall be applied as to interest commencing May 1, 2021, and semi-annually thereafter, and as to principal commencing May 1, 2021 and annually thereafter to and including May 1, 2040.

5.02. Moneys on deposit in the Fund may be invested as permitted by the N.D.C.C., provided, however, such investments shall mature at such times and in such amounts as will permit payments on the Warrant when due.

SECTION 6. CERTIFICATIONS OF PROCEEDINGS; AMENDMENTS.

6.01. The City Administrator and the Morton County Auditor are authorized and directed to prepare and furnish to BND certified copies of all proceedings and records relating to the establishment and construction of the improvements and the operation and maintenance thereof, and the levy of special assessments and taxes therefor and for the issuance of the improvement Warrant, which may be necessary or proper to show the validity and marketability of the Warrant, and all instruments and transcripts so furnished, constitute representations of the City as to the correctness of the facts as stated or recited therein. The City agrees to furnish additional certifications of its officers as are necessary to establish the validity of the Warrant, the absence of litigation materially affecting the issuance of the Warrant and any other certifications or information reasonably necessary to insure marketability and compliance with the conditions of underwriting.

6.02. The Loan Agreement is hereby approved in substantially the form heretofore presented to the City, and in the form executed is hereby incorporated by reference and made a part of this Resolution. Each and all of the provisions of this Resolution relating to the Warrant are intended to be consistent with the provisions of the Loan Agreement, and to the extent that any provision in the Loan Agreement is in conflict with this Resolution as it relates to the Warrant, that provision in the Loan Agreement shall control and this Resolution shall be deemed accordingly modified. The President and City Administrator, in consultation with the City Attorney, are hereby authorized and directed to execute the Loan Agreement. The execution of the Loan Agreement by the appropriate officers shall be conclusive evidence of the approval of the Loan Agreement in accordance with the terms hereof. The Loan Agreement may be attached to the Warrant, and shall be attached to the Warrant if the holder of the Warrant is any person other than BND.

6.03. The President and City Administrator, in consultation with the City Attorney, are hereby authorized to deliver a Certificate which cures ambiguities, defects or omissions herein, corrects, amends or supplements any provision herein, all in furtherance of the financing contemplated by the BND Commitment Letter dated August 7, 2019, as amended on July 22, 2020. Such authorization shall include adjustment of the amortization schedule and issuance of a revised warrant in the event assessments are not certified for collection as provided for in Section 1.05 herein, or the preliminary amortization schedule is adjusted with the consent of BND.

SECTION 7. COVENANTS OF CITY; DEFEASANCE.

7.01. If the balance in the Principal and Interest Account should at any time be insufficient to pay all principal and interest then due on the Warrant, such balance shall be used first to pay the interest due, and the remainder shall be applied in payment of the principal due on the Warrant in direct order of maturity years and pro rata as to Warrant installments maturing in the same year.

The City reserves the privilege of refunding any maturity of the Warrant, the payment of which moneys are not at the time available, by issuing new warrants, bonds or notes payable from the Principal and Interest Account, on a parity with those theretofore issued as to interest charges

therein, but the maturity of any such new warrants, bonds or notes shall be subsequent to the maturities of the Warrant payable from the Principal and Interest Account which then remain outstanding.

7.02. When the Warrant has been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this Resolution shall cease. The City may discharge the Warrant due on any date by depositing with BND on or before that date a sum sufficient for the payment thereof in full; or if the Warrant should not be paid when due, the same may nevertheless be discharged by depositing with BND a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The City may also discharge the Warrant called for redemption on any date when it is prepayable according to its terms, by depositing with BND on or before said date the principal, premium, if any, and interest then coming due.

Dated: September 15, 2020.

CITY OF MANDAN, NORTH DAKOTA

Attest:

President, Board of City Commissioners

City Administrator

The governing body of the City acted on the foregoing resolution at a properly noticed meeting held in Mandan, North Dakota, on September 15, 2020, with the motion for adoption made by _____ and seconded by _____, and the roll call vote on the motion was as follows:

"Aye" _____

"Nay" _____

Absent _____